

**Penalty Update** – This report gives the user the ability to calculate penalties for accounts based on a parcel number range, account type, and/or penalty type. It also gives the option to re-calculate accounts that already had a penalty applied.

**Cost Schedule Rollover** – This report creates appraisal records to be used in calculating values.

**Batch Deactivation** – This report gives the user access to deactivate or reactive accounts in the personal property sub-module selected assets based on parcel number and account range by rollype.

## Taxpayer Correspondence Management (iRespond)

The Taxpayer Correspondence Management Functionality provides a messaging framework to manage customer correspondence and workflow task assignments. Configuration flexibility allows for the management of general email correspondence and/or support specific business process with event driven notification and task queuing.

### Incoming Mail

Filter by: ☒ All ☐ Pending ☐ Assigned ☐ Replied ☐ Rejected

ID	From	Subject	Division	Unit	Assigned	Received	Status	Locked
170	John Miller	Possessory Interest - IAS				11/02/2003	Replied	
171	Richard Stevens	Question or comment regar	Real Property	Residential		11/02/2003	Replied	✓
172	Bob Stokes	Exemption - IAS World	Real Property	Residential	richard	11/02/2003	Rejected	
173	Ann Whittle	Question or comment regar	Real Property	Residential	richard	11/02/2003	Assigned	
174	John Smith	Question or comment regar				11/02/2003	Replied	
175	cp	Exemption - IAS World	Real Property	Residential	richard	12/02/2003	Assigned	

Cancel Print

Managers can review incoming correspondence and assign items to resources or business units for research and reply. Correspondence is consolidated in a single view that is filtered to present items by action status (pending, assigned, replied, rejected). Implicit record locking ensures that two or more people cannot work on the same item at once.

Included in this functionality are reply templates that allow common inquiries to be answered quickly and consistently. Organizations can author sanctioned responses to common queries that are made available to staff when composing replies. After selecting from a menu of sanctioned responses the email content is automatically drafted. This content can then be sent as is or edited to tailor to the specifics of the inquiry. Mechanisms to log, respond to, and report on events regarding property assessment accounts are also included with this set of functionality. These events, or incidents, can be initiated over-the-counter, by phone, or via the website by property owners, other government agencies, or assessment department processes.

iasWorld

iasWorld

Cole Layer Trumble Company

MY ACCOUNT | SIGN OUT | HELP | CONTACT US

Home

Property Records

Maintain

Focus

Analyze

Respond

Admin

Assign/Respond To Email

To: Forsythe@ascoma.ca

From: staylor@iasworld.com

CC:

Subject: Exemption

Dear Mr Jeffrey Forsythe,

Thank you for taking the time to share your comments. It may be helpful to know how sales information is posted on the web site.

The sales information listed on the web site comes directly from the county's Assessment Office computer files. If your sale is listed, it is because it is recorded in the Assessment Office, not because you provided information in a data verification mail.

Some sales are not included in the sales file because of special conditions: tax claim sales, sheriff's sales between family member or for no consideration.

Response Template

ID	Description
1	Privacy Concerns
2	Proposition 13
3	Correction Request
4	Cannot Find Record
5	Site Usability
6	Sales Data Inquiry
7	Tax Bill
8	Positive Feedback

<<Back

Taxpayer Correspondence Management delivers exceptional productivity gains and increased customer service by integrating data, processes and messaging in a single, easy to use, web based framework

## **Assessment Administration**

### **Purpose**

The Assessment Administration module is the only required module for an iasWorld installation. The purpose of this module is to allow the user to maintain owner, legal and transfer information. This information can be maintained through transfer processing, split processing, and combination processing. AA also contains summary valuation information from CAMA and Personal Property. The information from the Assessment Administration system is carried into the Tax Extension module and used for tax calculation and roll certification.

### **Assessment Administration General Description**

The Administration Assessment module of the Property Tax Engine provides the following features to perform clerical tasks quicker and more accurately:

### **Inquiry Indexes**

Inquiry Indexes references the desired information when the Parcel ID is not known. Some examples include: owner name, property address, appraisal ID, and relationship between Real and Personal Property Accounts.

### **Standardized Names and Addresses**

Allows the user to establish a single name and address to be referenced for each owner, use value, homestead, and mailing name. This approach reduces the amount of data stored and standardizes owner information.

### **Zip Code Table**

This feature allows the data entry operator to enter a five or nine digit zip code. The system will re-display the correct city and state from the standard zip code table.

### **Multi-Year Assessment and Collection Data Maintenance**

Allows data to be entered at the time the activity occurs, regardless of the stage in the particular assessment cycle. Unlimited years of data can be stored in the Assessment history screen.

### **LANDISC Interface**

This option can provide a real-time, on-line interface with the digital image (picture) of the property tied to the detailed property characteristics.

### **On-Line Audit Trail**

The system can keep a historical reference of all changes by user ID and maintenance date on selected screens. The on-line audit provides an easy visual check of the changes made to the property.

### **Unlimited Ownership Name and Address**

The Assessment Administration module has the ability to store a complete detail history of ownership names, addresses, and sales history for an unlimited number of years. The only requirement is the amount of physical disk space that the system has available. The ownership screen displays owner name, percentage of ownership, exemption status, and social security number per owner.

### **Status Review Screen**

The Assessment Administration module has the ability to display the most current status of a parcel at any given time.

### **Unlimited Property Addresses**

The system stores unlimited property location for both real and personal properties. The user can logically link the situs address to each line of data in the database from any iasWorld screen.

### **Assessment Administration Data Management**

The major components of the system can be divided into the following segments.

#### **Real Estate Split Tracking**

Real Estate Split Tracking provides for a streamlined method for dividing real estate property. Here is how it works:

The original parcel number is entered into the split tracking system with the split number, tax year and all new parcel IDs created as a result of the split. New data for the legal description and name/address can also be entered at the same time. Parcel value has a proration option available for valuation and special assessments.

The system will balance the acres to verify that total new acreage equals old acreage.

#### **Real Estate Combination Tracking**

The Combination Tracking feature allows for an efficient method of combining multiple properties.

The combined parcel number, new legal description, combination number, acres, and old parcels are entered into the combination tracking system. The system will deactivate the old parcel numbers, providing an efficient means of tracking combined parcels.

#### **Real Estate Transfer Tracking**

The Real Estate Transfer Tracking feature provides a history of all transfers on-line with ownership, sales data, and note sections available.

#### **Exemption Processing**

The AA module can maintain the exemption status of a property.

### **Unlimited Legal Description**

The AA Module can store and print the entire unlimited legal description and pass this data to other Property Tax Engine Modules. Users have the ability to highlight, cut, paste, search, and replace legal descriptions. Additional fields that are available include subdivision name, plat book and page, block, unit, phase, etc. Users can define as many fields as necessary to meet their needs.

### **Annual Rollover**

Annual Rollover in iasWorld can be implemented per module. Site-specific business rules can be applied to meet any special requirements. For example, some Jurisdictions determined that they would like to rollover deactivated records; other sites do not want this feature.

The Assessment Administration module provides for the valuation of land enrolled in preferential assessment programs. Land valuation is based on Use (pasture, tillable, etc.) and Soil (actual soil or soil class). User-definable rate tables are then set up for each Use/Soil entry as appropriate. Different yield rates then can be applied based on year planted. iasWorld's Property Tax Engine allows for land line assignment of acreage by soil type. Override adjustments can be made at the line level. The system also provides for the recoupment of taxes if land is taken out of the preferential treatment program.

## Assessment Administration Reports

*Valuation Totals* - The Valuation Totals report contains District and County totals for land, building, acreage and parcel count by classification.

*Abstract of Real Property* - The system provides detailed information for preparing the Abstract of Real Property. District and grand totals are a summary of the value changes by reason code or by state specific code.

*Abstract of Values of Land Taxed According to Specified Use Value* - The system provides detail of land use information to generate the values needed for this report.

*Abstract of Exempted Real Property* - The system provides the values to produce an abstract of exempted property.

*Classification List* - The system will generate a report based on property classification. Example: Exempt, Gas, Oil, Public Utility, etc. The list contains Parcel ID, Owner Name and Address, Legal Description, Acres, Range-tract-section, Appraised, and Assessed Values.

*Alpha Cross-Reference List* - This report is generated in owner sequence displaying the Parcel ID associated with the name.

*Mailing List* - This report is generated in mailing name sequence displaying Parcel ID, Mailing Name, Mailing Address, and Loan (Mortgage Lender) Number.

*Alpha Legal Cross-Reference* - This report is generated in owner sequence displaying Owner Name, Parcel ID, Legal Description, and Acreage.

*Detail Mailing List* - This detail report prints in mailing sequence and displays Parcel ID, Owner Name, Mailing Name/Address, Legal Description, Loan Number, and Date of Mailing Change.

*Transfer List* - The system generates a report of all transfers. It contains Old Owner, New Owner, Legal Description, Appraised Values, Class, Acres, Transfer Number, and Parcel ID.

*Land Use Code Listing* - This report contains Parcel ID, Owner Name, Classification, and Land Use Code.

*Neighborhood Code Listing* - This report cross references Appraisal ID, Parcel ID, and Neighborhood Code.

*Partial Value Listing* - The system generates a report of new construction parcels that are only partially completed. It contains Parcel ID and Appraisal ID.

*Appraisal Identification Listing* - This report is generated in Parcel ID order containing Parcel ID, Appraisal ID, and Owner Name.

*Owner Code Listing* - This report prints the Owner code and the associated name and address. It may be printed in Name or Owner Code sequence.

*Zip Code Listing* - This report identifies all zip codes used in the county and is used to maintain consistent zip codes county-wide. The owner/mailing addresses use the zip code field to display the City/State. This eliminates the need to encode City/State manually on every parcel.

*Homestead Listing* - This report reflects all parcels that currently have a homestead exemption reduction.

*Valuation Post Cards* - The system will generate a Revaluation Notice Post Card. Cards may be printed for all reappraisal changes, new construction changes, or all value changes.

*Labels* - A generic label program is available that will print mailing labels for the requested classification or range of parcels.

*Parcel Value List* – This program accepts a range of parcels and generates a report containing Parcel ID, Class, and Appraised Values.

*Denial Notices* – The standard Department of Revenue denial notice is provided in a batch mode. User has the ability to store the detail reasons for the denial in the Exemption database.

*Homestead, Total Exemption and Ag Receipt Cards* – ASCII flat file is produced that can be used for large volume printing of these state mandated forms. Some sites prefer to print these forms on large volume Mainframe printers. Files can be adapted to meet local requirements.

*Homestead Field Review Documents* – Exemption field review documents are available for all Homestead Parcels. End User can flag parcel as a problem account and field-tracking document will be generated.

*Homestead Letters* – The Assessment Administration module provides a wide variety of letters available for tracking exemptions, deleting of exemptions, and return mail, to just mention a few options.

NOTE: All Personal Property reports run from the Personal Property Module.

## Web Services Framework (iEnable)

This is the core enterprise services framework that provides the common services required and shared by all iasWorld applications. The framework is based on modern XML, UDDI and SOAP industry standards. iEnable has been designed to easily scale from a single server implementation to highly distributed configurations. Smaller jurisdictions can implement cost effective, easily maintained sites using a single server. Larger jurisdictions, or those with high volume service, can be deployed over two, three or more servers.

Key features include:

### Open XML Standards based Architecture

- Optimized XML transactions with IAS
- Secure Log-on Services

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### Role Management

- Role Definition & Assignment
- User Account Management
- User Group Definition
- Subscription Service Support

### Site Management

- Page Content/Proofing
- Page Upload
- PDF Upload
- Template Configuration
- Multilingual Support
- In-line Editing of Web Pages

### List Management



Save Queries

Save Search Results

Import Lists

Export Lists

Manage Lists

Share Lists

Protect Lists

The application flexibility allows source GIS events to spawn work queues for iasWorld transaction commits ensuring that updates are validated against all business rules at the database level. In turn, source Property Tax Engine transactions can spawn work queues for GIS transactions and, where possible, apply automated updates to GIS attribute data. Furthermore, forms can be customized to integrate Property Tax Engine updates with GIS updates for platforms supporting interoperability such as GeoMedia and ArcGIS.

### Web-based User Interface (iMaintain)

The web-based user interface is a collection of master work transaction (super transactions) templates and related web forms that provide users with a web based user interface (UI) to the IAS database engine. These web forms and related work transactions are designed to streamline common work processing by allowing end users to consolidate information from many different sources (multiple tables/records/fields within iasWorld, external GIS, property photos, etc) into one transaction UI based on web interface standards.

A Set of Master transaction templates for common processes such as:

- owner transfer process
- sales transaction process
- exemption process
- parcel maintenance process,
- customer inquiry process

Residential				
	Date	Amount	Trans#	Status
1	01-Feb-1988	67000	000296	
2	04-Oct-2000		E2003	
3	19-Dec-1995	115500	4268	
4	25-Jul-2001	132500	2901	

Sales Information	
Seller: WENZEL RICHARD A &	Sales Date: 19-Dec-1995
Sale Price: 115500	
New Owner Name:	Owner Code:
FINGERING MICHAEL C & L A	
Address:	City:
1441 WADE ROAD	
State:	Zip:
Instr Type:	Transfer #: 4268
Source: 4	Sales Type: 2
Validity: 0	Owner Letter:
Questionnaire:	
Cancel	OK

Figure 8 – An example of a user customizable form used in capturing new sale information.

## Public Access (iCare)

The Public Access application functionality provides assessment and tax agencies with an advanced web application to exchange data with the general public and commercial interests over the Internet and/or a public service kiosk. This application can also be accessed via virtual private networks (VPN) to provide secure access to data and to interface other agency business processes. The following features are included:

### Data Access

- Static HTML Content
- Dynamic RDBMS (real property, personal)
- Sketch Rendering
- Integrated, Dynamic Mapping
- Property Photo Images
- Reports (PRC, Sales, Comparables, Mail Lists)
- User managed Site configuration

### Search Criteria

- Property ID
- Property Address



- Owner Name
- User-defined Criteria (build your own queries)
- Sales Range Comparables
- User defined Lists based on selections
- Interactive Map Navigation and Selections

## Sales Search Criteria

Street	woodville	Suffix	Dir	Region	All
Nbhd.					
Sale Amount	100,000	To	200,000	Sale Date	Last 3 Year
Square Feet	1,000	To	2,000	Bldg.Style	All
# of Stories		To		Year Built	

**Search**

Search for SalesCriteria: woodville Results 1-12 of 12

Parcel ID	Address	Sale Date	Sale Amount
<input type="checkbox"/> 112207A270.	2210 WOODVILLE ...	15-NOV-99	103500
<input type="checkbox"/> 112207A271.	2120 WOODVILLE ...	08-MAY-00	100000
<input type="checkbox"/> 112207A276.	2124 WOODVILLE ...	24-SEP-01	117000
<input checked="" type="checkbox"/> 112207A285.	2216 WOODVILLE ...	26-JUL-01	120000
<input type="checkbox"/> 112207D120.	1842 WOODVILLE ...	06-APR-01	135000
<input type="checkbox"/> 112208E112.	1784 WOODVILLE ...	28-SEP-01	197000
<input checked="" type="checkbox"/> 112209C176.	1461 WOODVILLE ...	04-APR-00	122700
<input type="checkbox"/> 112209C190.	1429 WOODVILLE ...	17-NOV-00	120000
<input type="checkbox"/> 112211C154.	2390 WOODVILLE ...	25-APR-01	127900
<input checked="" type="checkbox"/> 14332.008.	1472 WOODVILLE ...	01-AUG-01	105000
<input type="checkbox"/> 182403G085.	1354 WOODVILLE ...	29-DEC-99	107500
<input type="checkbox"/> 182403H440.	1309 WOODVILLE ...	21-AUG-00	111000

Current List: 12  
Working List  
Get 'Set of Lists'

## SELECTION MANAGER

Select page all  
Select all  
Deselect page all  
Deselect all  
View Selected - Map

## LIST MANAGER

Save New List  
Append to List  
Delete from List  
Buffer New List

Reports:  
PRC Report  
CSV Export  
GO

Results Page: [1]

Figure 9 – Public access users and/or subscribers can be offered sophisticated data retrieval tools over the Internet.

## Electronic Document Management Integration (iDoc)

Enabling Electronic Document Management System (EDMS) integration with iasWorld, this functionality provides a generic interface to third party EDMS systems such as Microsoft SharePoint Portal server. It also allows documents to be saved to and retrieved from the EDMS using the parcel ID as the key. For customers who do not wish to use a third-party EDMS implementation, iasWorld provides an optional extension to support storing of documents into the same database storage used by iasWorld's Property Tax Engine. In this case, available documents for a particular parcel ID are listed on a property data page as part of the parcel details web page display.

## Tax Billing & Collection Module

### Purpose

The core purpose of the Tax Billing and Collection Module is to extend, collect, and distribute property taxes and all related charges. In this module, property taxes and secondary charges are extended (calculated) based on rates maintained in the system and property valuation maintained in the Assessment Administration Module. This calculation can occur by means of a batch process or through on-line processing. After extension, the calculated tax amounts are available for collection.

The Tax Billing & Collection Module accepts a number of different means by which payments may be posted. Payments can be directly posted to parcels through the use of on-line payment processing screens, or payments can be accepted through third party cashier applications. Additionally, the Tax Billing & Collection module accepts payments from a number of mass payment processes such as Lock Box payments and Mortgage Company payments.

Once payments have been accepted, the Property Tax Engine allows for the organization and distribution of the payment funds received and allocates these funds to the taxing authorities. This process is referred to as Tax Settlement and Disbursement processing, in iasWorld.

### Tax Billing and Collection General Description

#### Tax Rates

The organization and maintenance of tax rates are a key component of the tax extension process. The Tax Billing & Collection module allows the user to maintain a variety of rate structures. Rate structures such as single jurisdiction, multiple jurisdictions, and multiple value class rates may all be processed in the tax rate arrangement of this module.

#### Tax Extension

The term *Tax Extension* in the Tax Billing & Collection module refers the calculation of original taxes and related charges for a given collection period. This module provides for an automated calculation and posting process of both fixed-and percentage-based charges. Automated posting may take place at user-defined intervals, such as at time of payment posting, at time of original charge calculation, and on a fixed monthly basis. The tax and fee definitions define the various types of fees, penalties, discounts, and interest used in the automated posting.

#### Production of Tax Bills

The production of tax bills is a direct result of the Tax Extension process in the Tax Billing and Collection module. Tax bills can be generated in real time for printing on an as-needed basis or processed in batch mode for mass distribution to tax payers. Generally, individual tax bills are unique to each installed site and must adhere to legislated standards. As a result, routines that generate these custom on-line and off-line bills are created and maintained for the production of tax bills.

#### Tax Adjustments

Performing adjustments to tax charges due to value changes, fee adjustments, rate changes, and other requirements that impact tax charges is a primary role of the Tax Billing and Collection module. The module provides the means by which a variety of these adjustments may be performed both automatically and manually in the system. The tax adjustment process allows for the reversal and redistribution of tax payments based on adjustments.

## Payment Processing

Payment processing in the Tax Billing and Collection module provides for a cash receipting system that facilitates the posting of payments to outstanding tax charges. This system provides a number of reports that allow for the daily balancing of collections with posted amounts, in addition to refunds and pretax payments.

Additional solutions to collecting taxes are also provided in payment processing:

- **Cashier Interface** - The system provides an interface that may be utilized with various front-end cash receipting systems. This allows for a single cashier system from which all over the counter cash receipting can be accomplished (i.e., tax collection, licenses, parking fees, etc).
- **Mortgage Tape Payments** - Payments initialized and received through mortgage company agencies are processed through the batch payment processing function of the Tax Billing & Collection module. Tax bills may be generated through electronic media and sent to the specific mortgage companies or to a specified tax service agency. Mortgage company and tax service agency payments can also be received and processed through batch payment processing.
- **Lock Box Payments** - Payment processing provides the option to process electronically transmitted payments received through the lock box of a bank.
- **Other Batch Payments Processes** - The payment processing function of the Tax Billing and Collection module allows for payment processing through additional batch means such as Authorized Charges (ACH) processing.

## Refund Processing

The payment processing functions of the Tax Billing and Collection module allow for the collection and issuance of refunds in overpayment situations. Refunds are automatically generated and maintained as overpayments are processed.

## Pretax Processing

Pretax processing is an additional feature of payment processing in the Tax Billing and Collection module. Pretax processing allows for the collection of funds for later application to future outstanding tax charges. The funds are placed in a holding area in the module where they remain until future taxes are extended and available for payment.

## Special Assessments

The Tax Billing and Collection module provides a subsystem for the establishment and maintenance of multi-year property-based special assessments. These special assessments are integrated with all functional areas of the module and can be applied to any property with which taxes are to be calculated. The special assessment subsystem can accommodate multiple types of special assessment calculations such as:

- Calculated using millage rates applied to assessed values.
- Manually entered by the user for a billing cycle.
- Amortized over a number of billing periods.
- Single Flat tax amounts applicable to all parcels.
- Fire district assessments based on a specified unit type such as per lot, per acre, and per square foot under roof.

### **Tax Settlement and Disbursements**

The Tax Settlement and Disbursements function provides for the periodic reconciliation of funds collected and available for disbursement to the various taxing entities. This reconciliation takes into consideration tax credits that are to be reimbursed to the jurisdiction from other governmental agencies. Tax Settlement and Disbursement frequencies vary from one jurisdiction to another, i.e., daily, monthly, quarterly, etc.

The Disbursement/Settlement Scheduler allows for the definition of the frequency and level of settlement required and needed in disbursement reports. The Tax Billing & Collection module uses Disbursement/Settlement Modifiers to allow the user to define percentage reallocations of monies appropriated for disbursement.

Settlement extract procedures extract Tax Settlement Detail records from the database and summarize this information based upon the parameters outlined in the Disbursement/Settlement Scheduler table and Disbursement/Settlement Modifier table specifications. The summarized information is then stored in the database for subsequent inquiry purposes.

The system also permits interfacing with various financial packages allowing for distribution information to be processed through the General Ledger or Accounts Receivable and Payable when necessary.

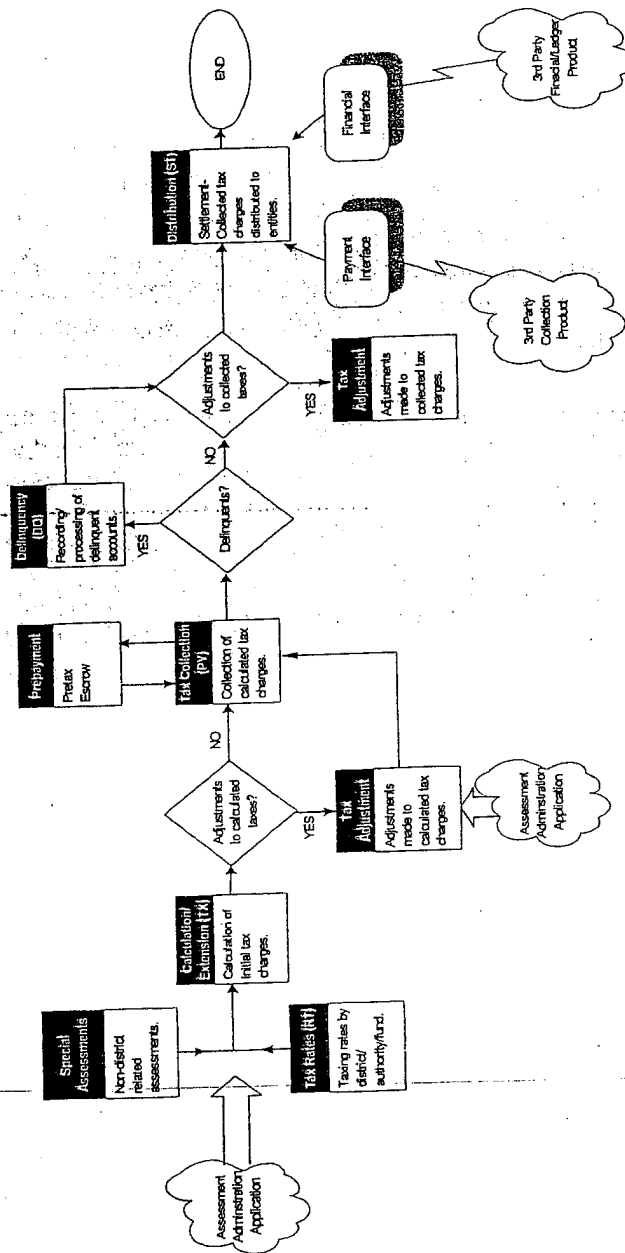


Figure 10: Tax Billing and Collection Data Flow

## **Tax Billing and Collection Related Reports**

*Project Table List* - This report prints all projects and contains Project Name, Calculation Code, Factor, Mills, County Fee, Assessment Type, Years Beginning and Ending, Delete Flag, Ditch Amount, Interest, Bond Date, Months and Ordinance Number.

*Special Assessment Listing* - This report is generated by parcel number within project and contains all charges for the selected tax year.

*Amortization Total List* - This report may be generated by Project or Parcel ID and contains Project Number, Charge, Interest, Interest Remaining, Principal, Remaining Principal and Pay Off.

*Special Assessment Tax Abstract* - A Tax Abstract of all special assessment charges with the Jurisdiction's fees applied in a project listing.

*Special Assessment Data Transfer* - The Tax Administration module provides the capability to interface with tape or floppy disk data from taxing Jurisdictions.

## **Electronic Payment (iPay) \*Not included with this agreement.**

A generic web based payment processing engine is integrated into specific iasWorld applications that require payment processing. For example, Public Access incorporates this module for real estate property tax payments. This integrates leading 3<sup>rd</sup> party VISA and eCheck processing vendors, including secure real-time funds transfer and on-demand reconciliation reporting. It also provides real-time transaction tracking ID's for users to verify that their payments were received and authorized.

### **Electronic Payments (iPay)**

- ACH / eCheck
- Credit Card
- Subscriptions Service



## **Inquiry & Appeals Tracking**

### **Purpose**

The Inquiry & Appeals Tracking Module is used to manage the appeals process from informal filings through formal or judicial appeals. This includes scheduling hearings, assigning hearing officers, preparing supporting documentation for each hearing and sending results letters to the taxpayer.

### **Inquiry & Appeals Tracking General Description**

#### **Scheduling Hearings**

The user can define any type of hearing appropriate to the Jurisdiction. The user specifies the order of the hearings, time limits for filing, appointment duration, and time allowed for resolution.

This module allows for the scheduling of any type of hearing via telephone, at the counter or by written request. It matches the requests for hearings with the availability of hearing boards.

In the instance where multiple parcels are involved, a case number can be assigned to treat the group of parcels as one entity.

#### **Hearing Boards**

Any number of "Hearing Boards" can be designated. Their makeup can be designed by name or position. Their availability, including breaks, can be factored into the scheduling process.

#### **Taxpayers**

Taxpayers can represent themselves at the hearing or can be represented by Tax Representatives. Taxpayer information is drawn from the Property Tax Engine database. Additionally, Tax Representative information can be stored, including agent name, firm name and address, as well as their contact information.

#### **Integration with Appraisal Data**

As appointments are conducted, the Hearing Boards have access to all supporting documentation regarding the case in question. This provides a "when needed" level of information support to the hearing process.

Once decisions are made, value and data changes can be posted back to the CAMA and Assessment Administration modules.

#### **Inquiry & Appeals Tracking Data Management**

A partial list of data managed by this module includes:

- Hearing type
- Date filed
- Appointment type
- Appointment date and time
- Taxpayer opinion of value
- Decision date and reason
- Names and titles of Board Members

- Name of appraiser representing the Jurisdiction
- Name of taxpayer attorney or representative
- Free format notes
- Additional user-defined fields

### Inquiry & Appeals Tracking Related Reports

The major reports of the Inquiry & Appeals Tracking Module include:

- Hearing schedules by Board
- Supporting appraisal documentation for the hearing
- Change Notices to Taxpayers
- Jurisdiction-specific results letters

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Print

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MY ACCOUNT | SIGN OUT | HELP | CONTACT US

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Cole Layer Trumble Company

Home

Property Records

Maintain

Focus

Analyze

Respond

Admin

Assign/Respond To Email

To: Forsythe@ascoma.ca

From: staylor@iasworld.com

CC:

Subject: Exemption

Dear Mr. Jeffrey Forsythe,

Thank you for taking the time to share your comments. It may be helpful to know how sales information is posted on the web site.

The sales information listed on the web site comes directly from the county's Assessment Office records. If your sale is listed, it is because it is in the Assessment Office, not because you provided information in a data verification mail.

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## **Delinquent Tax**

### **Purpose**

The Delinquent Tax module allows the user to administer delinquent accounts. The following features are included in Delinquent Tax:

- Initiate a qualifying parcel on a delinquent contract program.
- Monitor the payment process of the delinquent plan.
- Calculate and apply unapplied penalty and interest charges to selected parcels upon contract default.
- Query all delinquent information.
- Generate delinquent coupons and tax billings for delinquent plans.
- Record delinquent parcels qualifying for bankruptcy.
- Record delinquent parcels in foreclosure.

### **Delinquent Payment General Description**

#### **Payment Contract Inquiry**

Payment Contract Inquiry provides the user with an inquiry view of the Contract Plan Maintenance screen.

#### **Payment Contract Inquiry by Parcel**

Payment Contract Inquiry by Parcel lets the user query a parcel and view all contract plans throughout the history of the parcel.

#### **Unapplied Payment Contract Interest Inquiry**

An Unapplied Payment Contract Interest Inquiry allows a view of any of the various unapplied interest information for a particular parcel.

#### **Payment Contract Plan Maintenance**

The Payment Contract Plan Maintenance allows the set-up or modification of a single or multiple parcel payment contract plan through which a property owner can pay an otherwise unmanageable delinquency. Features of the Payment Contract Plan Maintenance include:

- Single or multiple parcel plans
- System-generated contract number
- Automatic delinquent payment information and mailing information pulled in from the current tax information in the Tax screens
- Cycle or monthly payment installment setup
- Automatic installment amount calculation considering first month's payment
- Letter and/or coupon on-demand creation or batch mode
- View of ownership and location address
- Phone numbers
- General notes
- User-maintained default date

- Full history of plan

### **Certified Delinquent Maintenance**

Certified Delinquent Maintenance allows the user to track certified delinquent parcels. Parcels are certified after being unpaid at the conclusion of the current tax year. Certification is done automatically as part of the end-of-year tax and mailing rollover. After all delinquencies have been paid in full, the certified delinquent year is removed.

### **Bankruptcy Maintenance**

The Bankruptcy Maintenance provides the user with the ability to add and modify parcels on bankruptcy. Maintenance provides the ability to enter unlimited parcels for a given case along with separate Proof of Claim (POC) amounts and views of payment information.

Users can also maintain trustee and attorney information along with unlimited history notes that may be crucial to the case.

The balance for each parcel is viewed based on POC payments entered by the collection department. It is critical for these payments to be entered with a payment type of POC in order to be reflected properly.

### **Foreclosure Maintenance**

Foreclosure Maintenance is used to maintain the foreclosure history on parcels with unlimited lien holders and attached history notes.

### **Payment Contract Unapplied Interest Maintenance**

Payment Contract Unapplied Interest Maintenance provides the ability to modify and build interest and penalty charges to be applied in the event a parcel defaults on the contract plan. If the contract plan is not kept current, the user can use Foreclosure Maintenance to share the amounts that will be applied to the delinquency.

This module's Penalty and Interest Program updates this table automatically for delinquent contract plans. This program will also update to apply unapplied interest charges to bankruptcy parcels.

Users can flag individual or ALL charges in this table for a parcel to be applied by the Post Unapplied Interest Charges program. Before flagging the delinquent contract plan, default entries must be made.

### **Delinquent Payment History**

Delinquent Payment History Maintenance builds delinquent billings and also displays payment information for delinquent monitoring. Delinquent Payment History Maintenance is also updated by the Delinquent History Update to insert the billed records, such as first half tax bills, second half tax bills, and monthly coupon billings.

Delinquent Payment History shows the actual net delinquent taxes due on the parcel at the time of the viewing. The detail transaction lines show the contract plan balance that is based on the original contract plan amount entered at the time of the contract initiation.

## Levy Maintenance

Levy Maintenance is available to maintain levy information history on a parcel level. It provides unlimited lien holders, history notes, custom data for fees, condemnation, and tax sale information.

Levy Maintenance can hold fees and penalties that are calculated, but not included in the ADJUST table until time of payment. These fees and penalties need to be included for cashiering to determine amounts due.

## Transfer Maintenance

Transfer Maintenance compiles information concerning the transfer of tax liens to a private non-governmental source.

Transfer Maintenance records the actual purchaser for the tax year and all contract information. It also documents the amount paid for the transfer and the recording information for the transfer.

## Delinquent Processing Related Reports

*Payment Contract List* – This report is a system-generated report containing information such as length of the plan, original contract amount, and status. This can be sorted by the parcel ID.

*Delinquent Collection* – Sorts by date delinquent collections to date for the year.

*Non-Payment for Delinquent Contracts* – Report for payment contracts that have not had a payment made since the specified before date.

*Contract Statistics* – Year to date information for delinquent contracts.

*Unapplied Interest for Voided Contracts* – This report calculates the unapplied interest to date for contracts that have been voided.

*Delinquent Contract Letter* – Letter outlining the specifics of the delinquent contract to the payer.

*Delinquent Contract Coupons* – This allows the system to generate printable coupons for delinquent contracts. The coupons can be sorted by Contract ID or Parcel range.

*Post Applied Interest/Penalty Calc Charges For Voided Contracts* – Applies interest for voided contracts. Create interest records for flagged parcels or parcels with voided delinquent contracts.

*Delinquent Contract Payment History Update* – Updates monthly amounts billed for delinquent contracts.



## **Manufactured Homes** \*Not included with this agreement.

### **Purpose**

The purpose of the Manufactured Homes module is to allow the user to maintain and track manufactured homes valued as either Real Property or Personal Property. The Manufactured Homes module allows maintenance of data that includes:

- Parcel ID of the land parcel where the MH is located and/or Personal Property Account ID.
- The make, model and serial number of the MH
- Inventory data including dimensions and year of manufacture
- Title Number
- Date of purchase by current owner
- Location data including trailer court ID and lot number if applicable

Contained within the Manufactured Homes module are a number of user-defined fields for which the Jurisdiction can define unique data elements to store and maintain.

Major features of the Manufactured Homes module will include:

- Online application processing and printing
- Ability to store both Real and Personal Property manufactured homes
- Retrieval of owner data from existing tables that prevent duplication of data and ensure consistency

### **Manufactured Homes General Description**

The Manufactured Homes module allows the user to maintain descriptive account information relating to the manufactured homes stored on the database. Manufactured Homes can be valued either as real property or personal property. For Real Property accounts the Manufactured Homes module allows maintenance of data elements in addition to those found in the CAMA Other Building and Yard (OBY) record.

Manufactured Homes records can be tied to a specific card or line number within the dwelling or OBY table. This allows multiple manufactured homes to reside on a single parcel. A lookup is provided that retrieves all current dwelling and OBY entries. The information returned from the lookup includes the table in which the improvement exists (DWELDAT or OBY), Card #, Line # (for OBYs), Style or OBY code, year built, dimensions (for OBYs), area or SFLA, and value. The specific card/line can then be selected and is tied to the Manufactured Home being maintained.

### **Manufactured Homes Data Management**

#### **Manufactured Homes**

- Make
- Model
- Year Manufactured
- Length
- Width
- Serial Number
- Title Number

#### Owner

- Name
- Address
- Social Security Number

#### Valuation Information

- Purchase Price
- Real Estate Reduction
- Assessed value
- Homestead Value
- Net Reduced Value.
- Original Charge

#### Manufactured Homes Related Reports

*Year To Date Collection* - Unsettled Payments collected to a specified date.

*First and Second Half Delinquent Tax* - This is a listing of parcels (by Summary or Detail) with unpaid balances for the half.

*Tax Bill* -- Listing of current and delinquent charges for owner by the half.

*Tax Abstract* - District listing of total parcel values and total taxes levied.

*Tax Bill Totals* - Total taxes billed by district or by cycle for a specified tax year.

*Tax Duplicates* - Listing of taxes billed by district and charges by parcel for a specified tax year.

*Paid Duplicates* - This is a listing of payments by parcel for a specified tax year.

*Rollover* - Year end process of rolling Tax, CAMA and AA information forward to the next year.

*Batch Tax Calculation* - Beginning year process that calculates taxes based on value and district.

*Penalty Calculation* - Process that calculates penalty on unpaid charges for a given cycle.

## Property Tax Financials \*Not included with this agreement.

### Purpose

The Property Tax Financials module is an automated General Ledger and Accounts Payable system that is integrated with the Tax Billing and Collections module. Its features include:

### General Ledger Features:

- General Ledger Chart of Accounts structure that includes up to eight user definable segments
- On line General Ledger Chart of Accounts Definition
- On line General Ledger Balance Inquiry at
  - Account Segment
  - Account Summary
  - Posting Detail
- General Ledger Account Maintenance
  - Batch Maintenance
    - ☐ Custom Interface from the Property Tax Engine Tax Billing and Collections to custom balance sheet
    - ☐ Custom Interface from PCI for miscellaneous transactions outside iasWorld. PCI must provide format in Tyler | CLT prescribed format.
    - ☐ Pre Posting Balance Sheet
    - ☐ End of fiscal year rollover process
  - On line Maintenance
    - ☐ Direct transaction posting
    - ☐ General Ledger Account number validation
    - ☐ Posting date restriction for monthly closeout
    - ☐ Transaction balancing before posting

### Accounts Payable Features:

- On Line Authority Definition for Disbursement Checks
  - Authority Name and Address for check printing
  - Collection commission percentage
  - Collection commission account assignment
- On line Authority Disbursement Check Printing
  - Automatic General Ledger Account Update
- Automated Tax Payer Refund Checks
  - On line
  - Batch
- Void Check Processing

### Security Features

- Encrypted Security for
  - Account Maintenance
  - Disbursement Check Printing
  - Taxpayer Refund Checks

### Baseline Financial Reports

- Refund Accounts Payable

- Refund Check Printing – Batch
- Refund Check Printing – Online
- Refund Check Register
- Balance Sheet
- Disbursement Check Printing – Online
- Disbursement Monthly Breakdown
- Disbursement Check Register
- Print Chart of Accounts

## iasWorld Solution An Architectural Overview

### PART I) Relationship to iasWorld Enterprise Suite

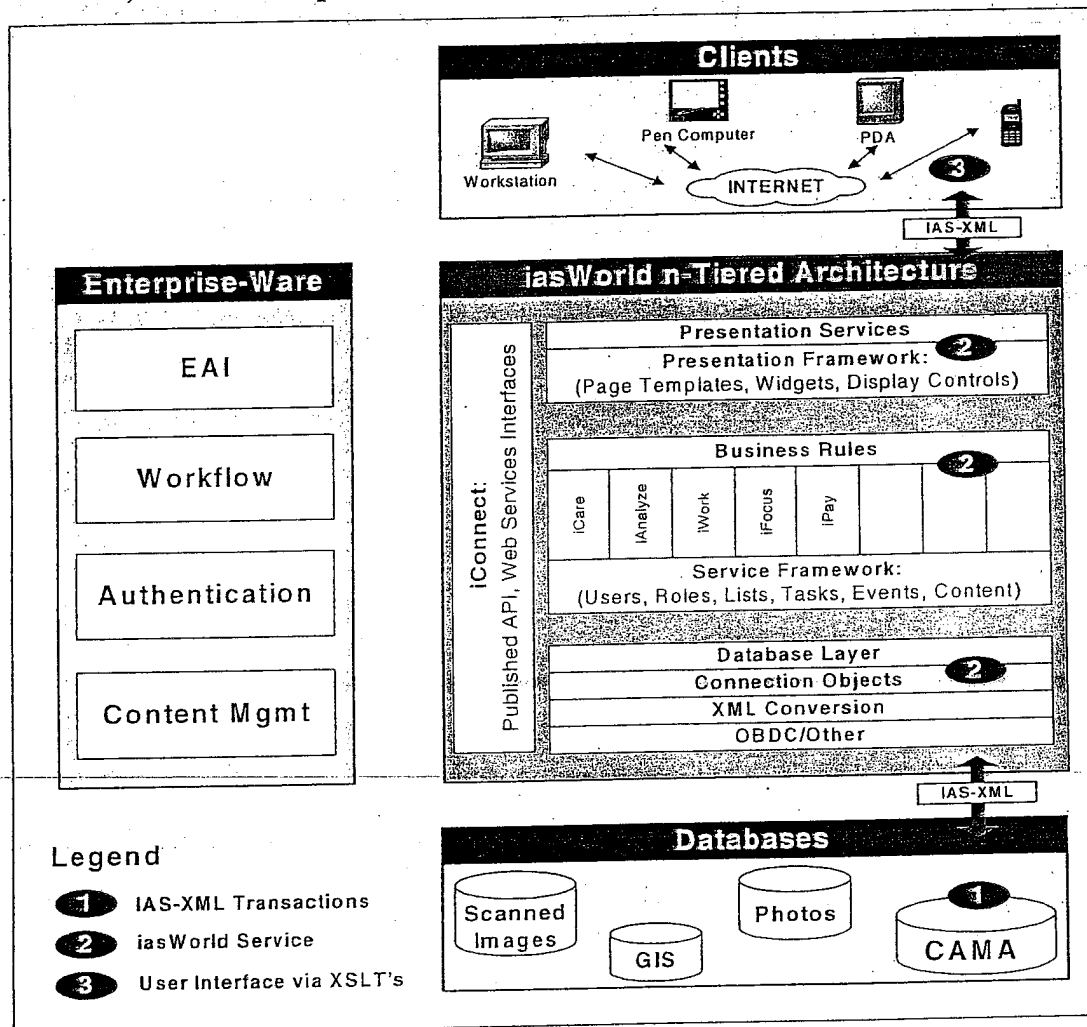


Figure 11 - Relationship to iasWorld Framework

The above figure delineates the three main components of the Web Browser based IAS data maintenance solution as it relates to iasWorld.

- 1) **XML Transaction Mgr** - The development of XML transaction mgr which creates/accepts iasWorld based XML documents and ensures that IAS business/data rules are enforced.
- 2) **iasWorld Services** - The solution leverages the iasWorld enterprise services framework. Some customization/configuration of iasWorld is required to meet the needs of existing IAS users.

- 3) XSLT's – XSLT's transform IAS-XML transaction documents as required into task specific data editing forms. XSLT's are managed by *iasWorld*.

## PART II) Overview of iT-XML Mgr

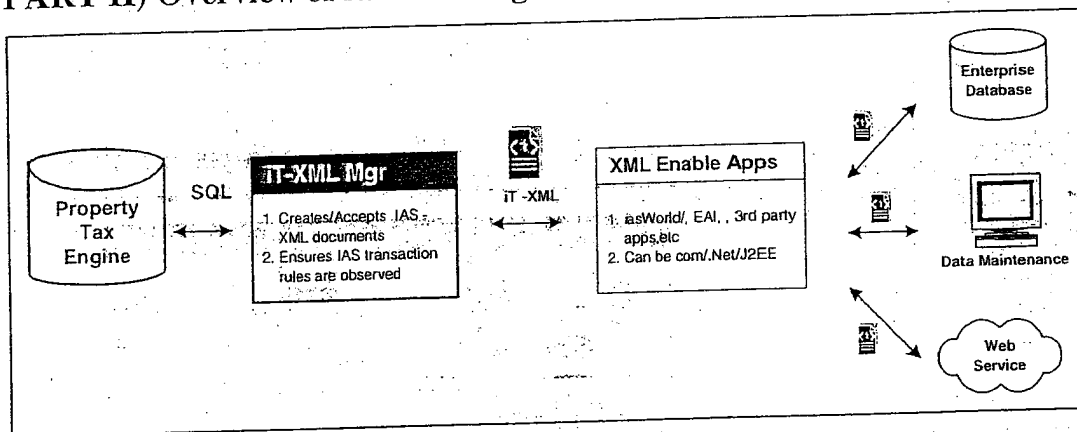


Figure 12 - iT-XML Mgr, A Generic XML Transaction Layer

The above figure illustrates that the iT-XML Mgr is designed to potentially serve as a general purpose transaction layer for *iasWorld*. That is, it could be used as a general purpose interface to other enterprise databases, other enterprise service frameworks, or for the creation of *iasWorld* web services. *iasWorld* transaction XML documents (iT-XML) are created/processed by the iT-XML Mgr. At that point a suitably configured XML Enabled application can exchange information with *iasWorld*.

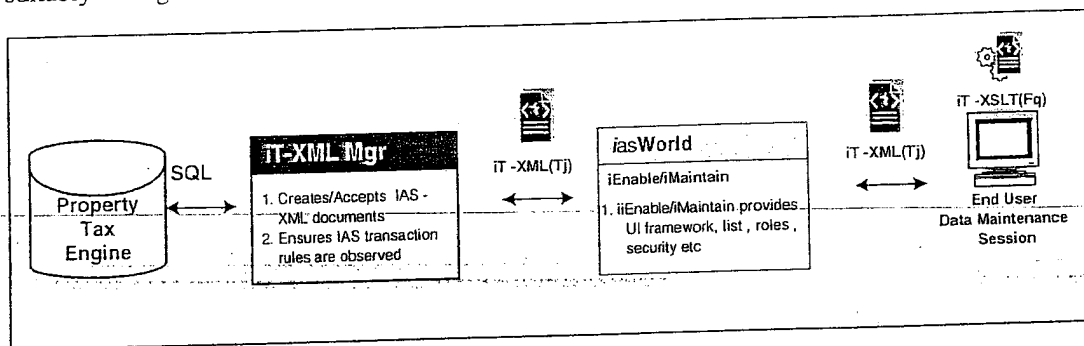


Figure 13 - iT-XML Mgr, Facilitating an iMaintain Transaction

In this figure the main components of an iMaintain transaction are delineated:

- the iT-XML manager creates/processes iT-XML documents,
- iasWorld* provides the iMaintain end user with required business services (e.g. account, roles, authentication, database search, list mgmt, forms mgmt, etc) and
- appropriate XSLT's to transform the iT-XML document into a task specific (browser based) edit form.



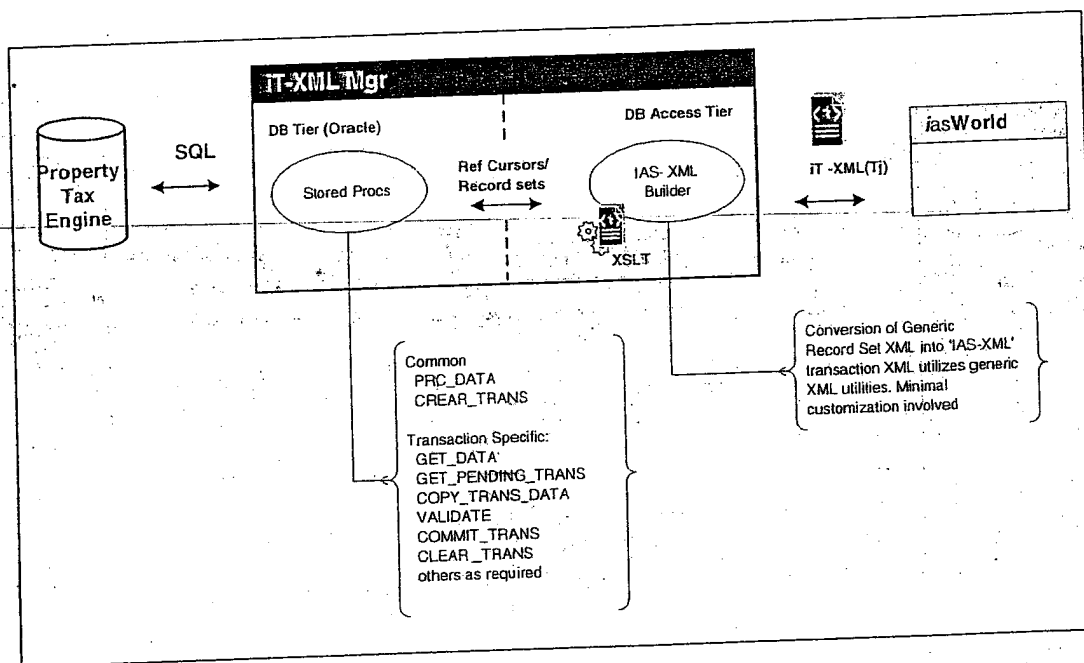


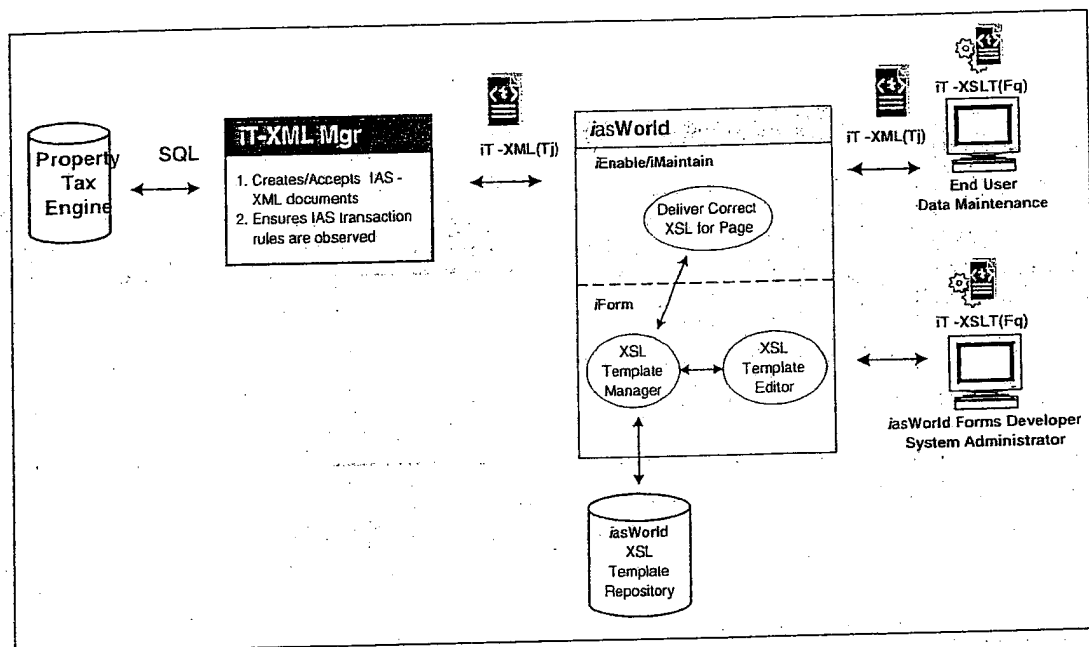
Figure 14 - iT-XML Mgr Internal Components

The above figure highlights the internal components of the iT-XML Mgr:

- Stored Procedures** – The main component is a package of Oracle stored procedures (stored procs) which do the work of interfacing directly with the *iasWorld* Property Tax Engine, processing XML based transactions, and ensuring that the Property Tax Engine data integrity and business rules are enforced.
- IAS-XML Builder** – this component converts the native XML which underlies the database access components into a more useable form (i.e. iT-XML). This component relies on mostly generic XML processing utilities.

The iT-XML Mgr, is general purpose tool, whose input and output is iT-XML transaction documents.

Note that the iT-XML Mgr has the option to be implemented as a Web Service which makes the iT-XML Mgr effectively independent of *iasWorld* based services.



**Figure 15 – Role of iasWorld’s XSLT Editing and Repository Mgmt Services (iForm)**

This figure depicts how *iasWorld*'s XSLT editing and repository management services, combine to deliver the *iForm* capability. The XSLT's that are included with generic implementations of *iMaintain* can be created, and edited with off-the-shelf XML tools. However, the *iasWorld* Productivity Tools framework includes services which greatly enhance the usability of the *iasWorld* Property Tax Engine by allowing system administrators to create, modify, and assign to roles XSLT's.

The two *iasWorld* components that make up *iForm* are:

- a) **XSL Template Editor** – This editor allows authorized users to select navigators, insert text, data entry fields, images, maps etc into *iasWorld* data entry forms. This can be done ‘in-line’ within a browser window without any programming.
- b) **XSL Template Manager** – This refers to the capability of naming, storing, retrieving, versioning and assigning XSLT’s that were created/modified in the XSLT Editor. XSLT’s are stored in the *iasWorld* database. (i.e. the XSLT repository).

## Conclusion

Choosing a computer system that can handle a Jurisdiction's needs can be complicated.

iasWorld brings with it adaptability and the most complete package available in property tax software. This is backed by one of the appraisal industry's most respected names, Tyler | CLT, and the leader in business software, Oracle.

Using an integrated software system such as *iasWorld*, all parcel and tax data can be maintained with one complete database. Many everyday office functions within the Jurisdiction can be performed from the desktop PC. For Jurisdictions switching to an integrated software system, *iasWorld* offers the benefits of flexibility, reliability, comprehensive functionality, and a proven track record.

**EXHIBIT 4 - SOFTWARE LICENSE / SUBLICENSE AGREEMENT****A. ORACLE®**

This license is covered under Jefferson County Article of Agreement for iasWorld License Agreement dated December 14, 2006.

**B. iasWorld Base License Fee**

The following licenses are covered under Jefferson County Article of Agreement for iasWorld License Agreement dated December 14, 2006:

- a) Assessment Administration
- b) CAMA
- c) Inquiry & Appeals Tracking
- d) Personal Property
- e) Tax Billing & Collection
- f) Delinquent Tax
- g) Conveyance
- h) iMaintain

The iasWorld License is a site license for the named modules. This site license is based on the County's current population of 210,387 and parcel count of 130,000.

Verification of License Terms: The Contractor reserves the right to conduct on-site reviews at the County site to insure the County is in compliance with the terms and conditions of the iasWorld and ORACLE® licenses.

**C. Third Party Software**

The following license is covered under Jefferson County Article of Agreement for iasWorld License Agreement dated December 14, 2006:

- a) Web Services Framework (iEnable)

The Contractor as a pass-through license to the County will supply the following iasWorld Productivity Tools software licenses:

- a) Public Access (iCare)
- b) Spatial Analysis (iAnalyze)
- c) Taxpayer Correspondence Management (iRespond)
- d) EDMS Interface (iDoc)

D. iasWorld Software Warranty

a. Warranty Support

The Contractor warrants that the iasWorld software, when operated on the hardware specified herein, will perform the functions described in the iasWorld Baseline System Description.

b. County Modifications

The County shall inform the Contractor in writing of any change to or modification of any of the Contractor's software that it desires to make.

c. Negligence

At any time during the Time for Performance and Completion the Contractor shall not be required to correct any defects in any of the Contractor software caused by the County's negligence, operation of the Contractor's software, or other improper action by the Department operating the Contractor's software installed pursuant to this Agreement.

Should the County fail to install any Amendments supplied by the Contractor, the warranty and the Contractor's obligation shall immediately terminate as regards the functions affected by said Amendments.

d. Disclaimer

The Contractor shall have no liability under the warranty except the correction or avoidance of defects as specified in Article 7 of the Articles of Agreement. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES RELATING TO THE SOFTWARE, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF TITLE, OPERATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTY. THE CONTRACTOR EXPRESSLY DISCLAIMS AND EXCLUDES ANY SUCH OTHER REPRESENTATIONS AND WARRANTIES. CORRECTION OF DEFECTS BY THE CONTRACTOR IN THE MANNER PROVIDED IN ARTICLE 7 OF THE ARTICLES OF AGREEMENT, SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES TO THE COUNTY IN RESPECT OF ANY DEFECTS IN THE SOFTWARE, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, LOSS OF BUSINESS, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE WHATSOEVER. REGARDLESS OF ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY. THE CONTRACTOR WARRANTS AND GUARANTEES THE TITLE TO AND THE OWNERSHIP OF ALL MATERIAL AND PROPERTY, INCLUDING A NON-TRANSFERABLE AND NON-EXCLUSIVE LICENSE TO USE ITS PROPRIETARY SOFTWARE, FURNISHED BY THE CONTRACTOR TO THE COUNTY UNDER THE TERMS HEREOF, AND WARRANTS THAT IT IS CAPABLE OF AND SUFFICIENT TO ACCOMPLISH THE TASKS FOR WHICH IT IS SUPPLIED.

### ***EXHIBIT 5 - HARDWARE CONFIGURATION***

The final hardware requirements will be mutually agreed upon by the County and the Contractor and detailed in the final hardware configuration document as part of the overall planning sessions of Phase 1. The purchase, preparation, installation, and ongoing support of the hardware are County responsibilities.

## **EXHIBIT 6 - ONGOING MAINTENANCE AND SUPPORT**

### **1.0 SERVICES TO BE PROVIDED**

The Contractor will provide to the County in a professional and workmanlike manner technical support for the *iasWorld* software modules identified in Paragraph 3 below.

### **2.0 PERIOD OF SUPPORT**

The period of initial *iasWorld* Support shall begin upon contract signing and continue through February 29, 2008. At the County's option, subsequent support will begin on March 1, 2008 and will be covered under a separate Agreement. The Contractor will notify the County in writing, thirty (30) days prior to the expiration date of the then current support period, extending support for the following year(s) at the then current support rates upon written consent of both parties. The County will acknowledge acceptance of these items in writing to the Contractor.

### **3.0 IAS MAINTENANCE SUPPORT**

For the products itemized below, this maintenance support agreement is for unlimited use licenses based on the County's population and tax parcel count. The support charges for the first years support have been calculated on a County population of 210,387 and 130,000 parcels.

- Assessment Administration
- CAMA
- Inquiry & Appeals Tracking
- Personal Property
- Conveyance
- Tax Billing & Collection
- Delinquent Tax
- iMaintain
- Web Services Framework (iEnable)
- Public Access (iCare)
- Spatial Analysis (iAnalyze)
- Taxpayer Correspondence Management (iRespond)
- Electronic Document Management Interface (iDoc)

During the maintenance period, the Contractor will design, code, test, document and deliver any amendments or alterations (the "Amendments") to the software that are necessary to correct or avoid any defect in the software which is present at the time of delivery, or is discovered during County usage, and affects performance of the software in accordance with the functions set forth in the system as developed under this Agreement.

The Contractor shall only be responsible to correct defects, which are documented or submitted in writing during the maintenance agreement period. Oral notification or other unwritten complaints will not constitute notice.



#### 4.0 IAS SUPPORT ACTIVITIES

The Contractor shall be available to furnish the County with the following services:

#### 4.1 IAS MAINTENANCE SUPPORT

- 4.1.1 *Maintenance Support.* The Contractor warrants that the Integrated Assessment System software, plus any State of North Carolina non-site specific software changes and any Jefferson County site-specific changes subsequently added to this group of products called Base System, when operated on the County supplied server, will perform the functions described in the iasWorld Baseline System Description.

At any time during the duration of this Agreement as stated in Paragraph 2, Period of Support, of this Exhibit 6, the Contractor shall not be required to correct defects in any of the Contractor software caused by the County's negligence, improper installation or operation of the Contractor's software, or other improper action by the County operating the Contractor's software installed pursuant to the Scope of Services. Modifications to the base software by the County will invalidate the warranty of the module that is changed.

- 4.1.2. *Periodic Updates.* The Contractor will make available to the County information concerning enhancements it has made to its iasWorld Product. The Contractor will send a copy of the new iasWorld Property Tax Engine source code to the County, as new releases are made available.

The County will be responsible for installing the new base system on County hardware and executing appropriate tests to ensure that the new base system executes properly on County hardware. The County will also be responsible for making any and all site-specific modifications to the new base system source code that had been included in the prior versions.

- 4.1.3. *Source Code.* The Contractor agrees to furnish the County with a copy of the iasWorld Property Tax Engine source code. The software is proprietary and is provided for the exclusive use of the County. The County cannot provide the software to a third party or parties, or cannot use the software for the benefit of a third party or parties without the prior written approval of the Contractor. The Company will provide the iTools (iEnable, iCare, iRespond, iAnalyze, iDoc) source code in an escrow account.

- 4.1.4 *IAS Users Group.* For the duration of this Agreement, as stated in Paragraph 2 of this Exhibit, PERIOD OF SUPPORT, the County shall have all voting privileges as defined in the IAS Users Group Bylaws, for each of the installed IAS Modules.

# **APPENDIX A**

## **SCOPE OF SERVICES**

### **Maintenance**

## Appendix A – Scope of Services

The following outlines the standard support provided by the Tyler Technologies, Inc. | CLT Division (Tyler | CLT) for the following software systems installed on the Jurisdiction's IAS hardware as stated in Exhibit 3, for the time period specified in the Articles of Agreement, Article 3.

System	Module
iasWorld	CAMA
iasWorld	Assessment Administration
iasWorld	Personal Property
iasWorld	Inquiry & Appeals Tracking
iasWorld	Conveyance
iasWorld	Tax Billing & Collection
iasWorld	Delinquent Tax
iasWorld	iMaintain
iasWorld	iEnable
iasWorld	iCare
iasWorld	iRespond
iasWorld	iAnalyze
iasWorld	iDoc

Table 1 – Base System Details

The software systems listed in Table 1 shall be known as the “base system.” Any additional support, modifications, or services needed on the system as it is installed at the Jurisdiction site which are not expressly included in this Agreement, are outlined in an additional service level agreement or are provided at time and materials rates. Such additional service level agreements will describe the support services provided by Tyler | CLT subcontractors such as Akanda and Nortech.

Modifications to the IAS code and IAS reports written by Tyler | CLT for a specific County or group of Counties are considered part of the base system and, as such, the terms of this Agreement apply.

### 1. Terms and Definitions

The following is a list of common terms used in this Support Agreement:

#### 1.1 Base System

Tyler | CLT Software, as listed in Table 1 above, running on the County's IAS server listed under Article 5.

#### 1.2 System Error

An error in the base system that is either a generated error (e.g., error screen) by the base system or lack of response (slow or stuck), or failure of a function as stated in the IAS User Guide (also referred to as “issues” or “bugs”). Note: Slow response time or system failure due to the Jurisdiction's network or lack of System or DB administration is not covered.

1.3 Updates

Unlimited distribution of revisions to the base system source code that fixes errors and (or) includes enhancements that are sent to the County on a system readable media (e.g., tape, CD-ROM, or FTP site), also referred to as “upgrades” or “patches.”

1.4 Maintenance or Maintain

Providing support and updates for the base system only. This does not include performing updates at the County site.

1.5 Dial-Up

The use of any secure connection (via telephone) on the County system from any Tyler | CLT office.

1.6 Coverage Period

The start and end date for the support offered in this Scope of Services and additional services stated in the Articles of Agreement.

1.7 Business Day(s)

The days and hours Tyler | CLT operates, defined as Monday through Friday (excluding holidays) between the hours of 8:00 AM and 5:00 PM ET.

2. *Hot Line Support*

During the coverage period, Tyler | CLT will provide phone support for the base system. This support will provide assistance (via phone or delivered documentation) in determining the root cause of system errors (whether user error, operation related error, or base system software) and the response as outlined in item 2.3 below, subject to item 9 of this Agreement. The Hot Line is also available for questions on normal operation of the base system.

2.1. Hot Line Number

800-487-8326

2.2. Hot Line Hours

The Hot Line is available from 8:00 A.M. to 5:00 P.M., ET, Monday through Friday. Weekend or evening coverage can be arranged with a five (5) day minimum notice. This special coverage could be billed under the conditions stated in Section 10 of this Scope of Service.

2.3. Hot Line Support Considerations

Tyler | CLT shall respond to the County's request for telephone assistance within one (1) working hour from the initial call.

- Tyler | CLT shall take steps to have the system error fixed, or an appropriate workaround, via phone or dial-up as defined in the following priority matrix:

<b>Priority</b>	<b>Definition</b>	<b>Response</b>	<b>Issue Resolved</b>
<b>Emergency</b>	Software is inoperable for all County users.	Client is contacted within 1 hour.	Within 1 business day or an agreed upon due date and time.
<b>High</b>	Issue affects daily processing or day-to-day functions of the County. Issue affects a large group of County users.	Client is contacted within 1 hour.	Within 2-5 business days or an agreed upon due date.
<b>Other</b>	Issue affects 1 County user and is non-critical to daily processing.	Client is contacted within 1 hour.	Typically 6+ business days from reported problem, or an agreed upon due date.

- If the cause of the problem is related to an item in Section 9 of this Agreement or not an actual bug within the base system, Tyler | CLT will provide an action plan with an estimated cost to resolve the issue within a reasonable amount of time.

### 3. Online Support

During the coverage period, Tyler | CLT will provide access to the Incident Resolution Information System (IRIS) on the Internet in order for the Jurisdiction to have 24 hour, 7 day access to answers to base system questions and to log base system issues.

#### 3.1. IRIS Access Details

Details on the use of IRIS are provided in the IRIS Call Center Guide.

#### 3.2. IRIS Support

IRIS Support can also be reached via email. For more details, please refer to the IRIS Call Center Guide.

### 4. Modification and Change Procedure

Additional changes to the base system (not directed by local laws) can be requested. These changes shall be submitted in writing to Tyler | CLT and cost estimates will be provided. Once the County agrees to the cost estimate, a separate Contract will be drafted for acceptance by the parties.

### 5. Updates

Base system updates will be provided to the County by Tyler | CLT during the coverage period.

#### 5.1. IAS Updates

It is the responsibility of the County to schedule the update(s) and inform Tyler | CLT of any assistance needed. Tyler | CLT will distribute an estimated schedule of when releases and patches will be available. Tyler | CLT will provide assistance in performing such updates, via dial-up connection, during Tyler | CLT's normal business hours. Onsite assistance may be obtained at Time and Materials Rates. It is important that any updates be done in a timely manner as the update could contain bug fixes for one or more system errors. Tyler | CLT reserves the right to backport certain bug fixes to the County's current version of IAS or require that the County upgrade to a newer release to obtain the required fix.

## 5.2. IAS Data Tables

The County is responsible for updating any data stored in the base system data tables, whether such updates occur through the normal course of business from user data entry, through update from some IAS batch process, or through an SQL update. Updates may be performed to the IAS data for various reasons by Tyler | CLT as requested by the County subject to Time and Materials Rates.

## 5.3. Operating System (OS) Updates

The County is responsible for obtaining update(s), notifying Tyler | CLT of the update(s), and installing update(s). IT outsourcing or the system vendor might be needed for these updates. It is the County's responsibility to contact and leverage these resources as needed. Tyler | CLT strongly recommends that the County perform a system export/backup before updating the OS.

## 5.4. Oracle Updates

The County is responsible for scheduling updates to the Oracle software in order that the County is on a version supported by Oracle. Tyler | CLT will provide assistance in performing such updates via dial-up connection during Tyler | CLT's normal business hours. On-site assistance may be obtained at Time and Materials Rates.

## 6. *Legislative Changes*

During the coverage period, the Contractor will provide up to 80 base system programming hours, per State, in order to comply with State legislative changes. Fees that exceed the eighty hours (80) in the maintenance contract shall be prorated by tax parcel unit cost and the County shall be billed a prorated share of the fees which exceeded the eighty base hours. The prorated share for the County will be determined by the County's percentage of tax parcels as compared to the total tax parcels in the state from all Counties which utilize this license and need the same modification. Programming hours encompass analysis, coding, and testing of the changes. Additional legislative changes can be performed at time and materials rates.

## 7. *Data Ownership*

The County owns the data stored and processed on the base system. During normal support, Tyler | CLT will be exposed to this data and will take all measures to ensure the confidentiality of the data.

## 8. *Backups and Recovery*

It is the responsibility of the County to perform system (OS) and/or database (Oracle) backups.

- Tyler | CLT does not take responsibility for any backup process or emergency plans in which the County engages.
- Tyler | CLT strongly suggests that the County have a backup and recovery plan for the system and data. Tyler | CLT also recommends a safe storage for the County data (i.e., off-site storage of data tapes).

## 9. *Out of Scope Items*

The following are examples of items that are not included in this Agreement. Tyler | CLT will provide such services as requested by the County. Time and Materials Rates will apply for such services. They are:

- 9.1. Resolution of problems that arise out of the County's misuse of the system.

- 9.2. Creating ad hoc reports or new IAS reports.
- 9.3. Recovery of software, operating system, or data due to a system crash or hardware failure.
- 9.4. Modification of the IAS code.
- 9.5. Modification of IAS reports.
- 9.6. Updates to IAS cost tables, tax rate tables, etc.
- 9.7. Onsite training.
- 9.8. Oracle DBA and network administration activities. Such support may be provided in an additional service level agreement.
- 9.9. Process and procedures that could otherwise be performed by a non-technical IAS user during the County's business cycle.
- 9.10. Performing the IAS upgrade on-site.
- 9.11. Errors and problems that arise out of the County's modification of the base system code.

#### ***10. Additional Support***

No other additional support outside this Scope of Services is given unless stated in the Articles of Agreement. Additional support or services (such as those listed in Section 9) can be requested and will be billed at the Time and Materials Rates listed in Exhibit 2.



## **APPENDIX B**

### **2006 Time and Materials Rates**

**TIME AND MATERIALS RATES**

The Company's hourly Time and Materials Rates for calendar year 2006 are as follows:

	<u>Off-Site</u>	<u>On-Site</u>
Senior Company Officer	\$214.00	\$267.50
Company Officer	182.50	225.00
Program Manager	156.00	195.00
Project Supervisor	150.00	187.50
Application DBA	202.50	255.00
Lead Programmer/Analyst	145.00	180.00
Senior Programmer/Analyst	130.00	162.50
Senior Appraiser	125.00	160.00
Senior Technical Writer	112.50	140.00
Intermediate Programmer/Analyst	112.50	140.00
Technical Writer	95.00	120.00
Junior Programmer/Analyst	95.00	120.00
Appraiser	85.00	105.00
Administrative Support	65.00	82.00
Data Collector	65.00	82.00
Data Entry Supervisor	65.00	82.00
Data Entry Operator	55.00	70.00
Clerical	55.00	70.00

Travel and other out-of-pocket expenses will be billed at direct cost. The above rates are subject to change periodically, reflecting changes in labor costs, taxes, etc. The Company will notify the County of said changes in writing.

If Tyler staffing requirements are such that services must be provided using contract labor, whose cost basis is significantly above what is built into Tyler's Time and Materials rates, the T&M hourly rates for off-site work performed at Tyler offices on behalf of the County for said contractor will be computed to reflect the Company's cost plus 25%; the on-site rates for work performed at the County site will be this cost plus a 50% premium. The Company will notify the County in advance when responding to a request using contract labor whose cost will exceed the above fee schedule.

## **EXHIBIT 7 – COUNTY RESPONSIBILITIES**

### **1.0 INTRODUCTION**

The implementation process is interactive and intensive. Success requires close teamwork and consolidation of the County, Contractor (Tyler | CLT) and Akanda. This Exhibit sets forth the Project assumptions covering the interaction of the project participants, including the responsibilities of the County.

### **1.1 General Assumptions**

1.1.1 While Business Process Reengineering (BPR) activities are a natural outcome of decisions made during the planning, analysis and preparation of the detailed functional specification phases of the project, the Contractor's scope of effort does not include activities related to the modification of current County processes, practices, procedures or manual operations.

1.1.2 Should activities such as County BPR efforts affect the mutually agreed upon schedule, the change control process as described in the Agreement will apply.

### **1.2 Project Infrastructure and Logistical Assumptions**

1.2.1 Detail planning for each Project Phase will occur in accordance with the schedule outlined in Exhibit 1. Prior to the completion of a previous Phase the County and the Contractor will review the detail tasks to be completed for the next Phase and mutually agree to the objectives and timetable for that Phase. The detail plan for the upcoming Phase will be a component of the final deliverable for each preceding Phase.

1.2.2 Within the context of the mutually agreed to Project Plan, the County will make available the appropriate members of the user community to participate in system walk throughs, design review meetings, review and sign off upon acceptance, on the Detailed Functional Specifications and participation in interim and final acceptance testing.

1.2.3 The County will provide the technical support services as delineated in Exhibit 1.

### **1.3 Training Assumptions**

1.3.1 County personnel will attend applicable training as part of a mutually agreed to training plan and schedule. The Contractor will recommend training, as appropriate, for members of the project team.

1.3.2 Onsite training for County staff will be scheduled to occur after installation of software.

1.4 Project Environment Requirements

- 1.4.1 The County will provide a suitable project environment for the project team. This environment will include, but is not limited to: work space, computer hardware, computer access, access to the County network, dial out phone access to Contractor facilities, use of County owned software tools and reasonable access to facilities. The Contractor will not be charged for any project-related expenses incurred on site at County locations except long distance phone charges initiated by Contractor personnel.
- 1.4.2 County systems personnel will be available to work with the Contractor for adjustments to operating systems configurations and specifications during the installation and upgrade of application and data base software.
- 1.4.3 The County will assign adequate DBA resources and will assist the Contractor for normal data administration functions and activities.
- 1.4.4 The County technical staff will be available up to a full-time basis during the Detailed System Walkthrough, Operations Analysis, Solution Design and Build stages to provide data and data format information to Contractor.
- 1.4.5 The County will provide the Contractor with a mechanism to access County data on an as-needed basis and the County will ensure that all data coming from the County is reconciled and free of error to be converted.
- 1.4.6 The County will be responsible for interim and final acceptance testing of applications and in introduction of those applications to the County's production environment.

1.5 Management Responsibilities

- 1.5.1 The County and Contractor will establish executive sponsors and identify a steering committee for the project to encourage a sense of project ownership by the user community.
- 1.5.2 The County will assign a user executive sponsor who will be available to review issues and make timely decisions. The executive sponsor will be able to act on behalf of the County on all issues and will be responsible for the project from the County perspective. The County will also assign an IT executive sponsor who will coordinate the activities of this project with other County IT initiatives.
- 1.5.3 A management Steering Committee will be established and meet not less than quarterly and at major milestones to review progress and resolve issues. Contractor will be represented at all such committee meetings.

1.6 Operating Requirements

- 1.6.1 The County will make available at no cost to the Contractor, appropriate resources, such as operational knowledge of current system and data elements, excluding any confidential information, needed to transfer the County's current application and system knowledge to the Contractor Project Team.
- 1.6.2 The County and the Contractor will determine if other County resources having critical business knowledge need to be available to support the project.

- 1.6.3 The County is responsible for maintaining the hardware and network resources at an acceptable level of performance and readiness so as to minimize disruption to the project environment.

1.7 Technical Assumptions

- 1.7.1 Performance goals for the applications are heavily dependent on the technical architecture and hardware. The Contractor is responsible for specific tasks relating to network design, hardware capacity planning, network performance testing, etc. The Contractor will not warrant the performance of servers, network or other elements not supplied by the Contractor.
- 1.7.2 The County technical staff non-team members will be assigned as needed to act as liaison to the Contractor team when and where needed.
- 1.7.3 The County will provide adequate functional and technical team members to support the implementation efforts. The County and the Contractor will determine the actual staffing.
- 1.7.4 Intended users of this application will have basic knowledge of PC computer usage, including Microsoft Windows and other general knowledge required to perform their job duties within their Department.
- 1.7.5 The County will assign sufficient resources to the project to ensure timely completion of County project responsibilities.



Tyler Technologies, Inc.

CLT Division

3199 Kiepinger Road

Dayton, Ohio 45406

937.276.5200

[www.tyler-clt.com](http://www.tyler-clt.com)



# Jefferson County, Missouri

Articles of Agreement  
for LA3 License

tyler  
clt division

FILED

MAR 25 2009

HOWARD WAGNER  
CIRCUIT CLERK

December 2005

PLAINTIFF'S  
EXHIBIT

2



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This AGREEMENT is by and between Jefferson County, located in the State of Missouri, hereinafter referred to as "County,"

A N D

Tyler Technologies, Inc. | CLT Division, a company formed under the laws of the State of Delaware and qualified to do business in the State of Missouri, hereinafter referred to as the "Company."

W I T N E S S E T H

WHEREAS, the County has determined that it is necessary, expedient and in the best interest of the County to retain Company to provide software required for a computerized Property Tax Software System, hereinafter referred to as the "System;" and

WHEREAS, the County has investigated software available in the marketplace; and

WHEREAS, the Company submitted a proposal, including scope of services and price, and made presentations to the County;

WHEREAS, this Agreement is the result of competitive negotiation procedures instituted by the County, and

W I T N E S S E T H: for and in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1.

**SERVICES TO BE PROVIDED**

The Company will provide to the County a perpetual right to use license for the Integrated Assessment System (IAS) and *iasWorld* software modules specified in Article 4.

2.

**CONTRACT DOCUMENTS**

This Agreement comprises the contract documents for the IAS and *iasWorld* License only.

3.

**PERIOD OF AGREEMENT**

This Agreement shall run from contract signing in perpetuity.

The base software will be delivered to the County within ten (10) days of contract signing.

4.

**COMPENSATION**

As compensation for providing the IAS Software License, the County shall pay the Company as follows:

1. *IAS License*. The County shall pay the Company a fee of THREE HUNDRED NINETEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$319,750.00) for the *IAS License*. The Company will invoice the County for the *IAS License* in accordance with Article 4, Paragraph 6.

This license is based upon the County's prevailing population of 210,387 and total parcel count of 130,000, and is for the following IAS modules:

Computer Assisted Mass Appraisal (CAMA)  
Assessment Administration (AA)  
Tax Billing & Collection (TB&C)  
Delinquent Tax (DQ)  
Personal Property (PP)  
Inquiry & Appeals Tracking  
Conveyance  
*iMaintain*

2. *iasWorld iEnable License*. The County shall pay the Company a fee of SEVENTEEN THOUSAND DOLLARS (\$17,000.00) for the *iasWorld iEnable License*. The Company will invoice the County for the *iasWorld iEnable* license in accordance with Article 4, Paragraph 6.

3. *Landisc™ License.* The County shall pay the Company a fee of TWENTY-NINE THOUSAND DOLLARS (\$29,000.00) for the *Landisc™* software license. The Company will invoice the County for the *Landisc™* license in accordance with Article 4, Paragraph 6.

4. *Oracle® License.* The County shall pay the Company a fee of FOURTEEN THOUSAND SEVEN HUNDRED THIRTY-FIVE DOLLARS (\$14,735.00) for the *Oracle* software license. This license is for the following:

**Production Server:** Oracle® RDBMS Standard Edition License running on a two (2) processor server with an unlimited number of named users and four (4) Discoverer seats.

**Test Server:** Oracle® RDBMS Standard Edition License running on a two (2) processor server with ten (10) named users and one (1) Discoverer seat.

5. *Total Compensation.* The total amount for the licenses listed in Article 4, Paragraphs 1-3 is **THREE HUNDRED EIGHTY THOUSAND FOUR HUNDRED EIGHTY-FIVE DOLLARS (\$380,485.00).**

6. *Payment.* Payment for the licenses listed in Article 4, Paragraphs 1-4 shall be according to the following:

\$380,485.00 will be invoiced upon the signing of this agreement.

## 5. INDEPENDENT CONTRACTOR

The relationship of the Company to the County shall be that of an independent contractor and no principal-agent or employer-employee relationship is created by this Agreement.

## 6. LICENSING

The Company shall meet any and all federal, state and local licensing and/or regulatory requirements applicable to the provision of services as described herein whether specifically mentioned or not. The Company shall be responsible for any and all costs associated with licensing and/or permits that may be required in conjunction with this Agreement.

7. INDEMNIFICATION AND INSURANCE

Except as provided below, the Company agrees to defend and save harmless the County, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of the Company, its agents, or employees and with respect to the degree to which the County is free from negligence on the part of itself, its employees and agents.

The County agrees to defend and indemnify and save harmless the Company, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of any valuation disputes, or challenges to the methodology employed under this Agreement brought or recovered against it, whether based in contract, negligence or otherwise.

Neither party shall be liable to the other for consequential, indirect or incidental damages, including, but not limited to, loss of tax revenue or claims related to valuation of property, whether based in contract, negligence, strict liability or otherwise.

In any event, the Company's liability for damages (except for damage to real or personal property or personal injury as provided above) under any theory of liability or form of action including negligence shall not exceed the total amount paid by the County to the Company under this Agreement.

The Company shall carry Public Liability Insurance in the amount of \$1,000,000 including protection for bodily injury and property damage with a combined single limit of \$1,000,000 and \$500,000 for each occurrence.

The Company shall also maintain Automobile Liability Insurance providing limits of \$1,000,000 per occurrence, and the Company shall provide Workers' Compensation Insurance. The Workers' Compensation Insurance shall provide coverage under the Compensation Act of Missouri and shall provide employer's liability insurance in the amount of \$100,000.

Upon the request by the Jurisdiction, Certificates of Insurance shall be supplied to the Jurisdiction by the Company detailing the above coverage. A carrier authorized to do business within the State of Missouri will issue these certificates.

8. **FORCE MAJEURE**

Neither party shall be liable to the other for any loss, damage, failure, delay or breach in rendering any services or performing any obligations hereunder to the extent that such failure, delay or breach results from any cause or event beyond the control of the party being released hereby ("Force Majeure"), including but not limited to acts of God, acts or omissions of civil or military authorities (acting in their sovereign, but not in their contractual, capacity), floods, torrential rainfall, other severe or unusual weather or climatic conditions, which would exist for a substantial period of time and would have an affect so as to substantially impair the completion deadline, epidemics, quarantines, other medical restrictions or emergencies, defects or failures in equipment or materials owned or supplied by the other party, strikes or other labor actions, embargoes, wars, civil disobedience, riots, terrorism, or of governmental rationing of fuel and/or power which would result in a severe shortage thereof, which would substantially impair the proposed completion deadline.

If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated.

9. **EMPLOYMENT LAWS**

The Company shall comply with all the applicable provisions of Federal and Missouri laws, rules, and regulations regarding employment and shall further specifically comply with those sections related to Equal Employment Opportunity.

The Contractor agrees to both of the following:

- (1) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;
- (2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of

proceedings, that such infringement did not arise as a result of any action of the County covered under (c.) below, then the Company shall pay all costs incurred by the County in defending such claim, including reasonable attorneys' fees.

- b. The Company, at its option, may obtain for the County the right to continue using or to replace or modify the equipment or Licensed Software involved so it becomes non-infringing; or if such remedies are not reasonably available, grant the County a refund, based on the County's net book value, for the equipment or Licensed Software provided pursuant to this Agreement and accept the return of the infringing product.
- c. The Company shall have no obligation under this Section if the alleged infringement or violation is based upon the use of the Software in combination with other hardware or software (other than as installed by the Company) including tailoring, customizing, modifications or enhancements provided by the Company to conform to the Requirements and Specification Validation or from modifications, enhancements or changes not provided by the Company.

THIS ARTICLE STATES THE ENTIRE LIABILITY OF THE COMPANY FOR PATENT OR COPYRIGHT PROTECTION INFRINGEMENT BY THE LICENSED SOFTWARE OR THE EQUIPMENT OR ANY PORTIONS THEREOF.

## 15. SOFTWARE OWNERSHIP

The software to be provided in accordance with this Agreement is proprietary and is provided for the exclusive use of the County and the County is granted a perpetual license to the software described in this Agreement. The County cannot provide the software to a third party or parties without the prior written approval of the Company.

## 16. SOFTWARE WARRANTY

### (a) Warranty Support

The Company warrants that its software, when operated on the hardware specified in the Company's proposal, and as long as the County is maintaining a valid support agreement, will perform the functions described in the IAS Baseline Description, included in the Company's proposal.



(b) County Modifications

The County shall inform the Company in writing of any change to or modification of any of the Company's software which it desires to make.

(c) County Negligence

At any time during the Period of Agreement the Company shall not be required to correct any defects in any of the Company software caused by the County's negligence, improper installation or operation of the Company's software, or other improper action by the County operating the Company's software.

(d) Disclaimer

The Company shall have no liability under the warranty except the correction or avoidance of defects. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES RELATING TO THE SOFTWARE, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF TITLE, OPERATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTY. THE COMPANY EXPRESSLY DISCLAIMS AND EXCLUDES ANY SUCH OTHER REPRESENTATIONS AND WARRANTIES. CORRECTION OF DEFECTS BY THE COMPANY SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES TO THE COUNTY IN RESPECT OF ANY DEFECTS IN THE SOFTWARE, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, LOSS OF BUSINESS, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE WHATSOEVER. REGARDLESS OF ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY, THE COMPANY WARRANTS AND GUARANTEES THE TITLE TO AND THE OWNERSHIP OF ALL MATERIAL AND PROPERTY, INCLUDING A NON-TRANSFERRABLE AND NON-EXCLUSIVE LICENSE TO USE ITS PROPRIETARY SOFTWARE, FURNISHED BY THE COMPANY TO THE COUNTY UNDER THE TERMS HEREOF, AND WARRANTS THAT IT IS CAPABLE OF AND SUFFICIENT TO ACCOMPLISH THE TASKS FOR WHICH IT IS SUPPLIED.

17.

**TERMINATION**

Should the parties not reach an agreement on the implementation of this software within sixty (60) days from the signing of this agreement, this agreement will be terminated, the County will return to the Company the software, and the Company will return to the County the money paid under this agreement.

Articles of Agreement – Software License  
Jefferson County, Missouri

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates of this Agreement this 20 day of December, 2005.

JEFFERSON COUNTY, MISSOURI

BY: Mark A. Martens

\_\_\_\_\_  
Witness

BY: Edward Z. Kemp

\_\_\_\_\_  
Witness

BY: Peter J. Humphrey

\_\_\_\_\_  
Witness

TYLER TECHNOLOGIES, INC.  
CLT Division

BY: John R. Baker  
John R. Baker  
Sales Support Manager

Justin Teague  
Witness

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

*Alwathy Stafford*

COUNTY AUDITOR

APPROVED AS TO FORM

*Mark B. Lutz*

COUNTY COUNSELOR

Jefferson County, Missouri

Amendment #1 to the  
Articles of Agreement  
for iasWorld Licenses

**tyler**  
*clt division*

November 2006

PLAINTIFF'S  
EXHIBIT

3

Tyler Technologies

tylerworks.

## Jefferson County, Missouri

iasWorld Licenses  
Contract Change Order (C/O) # 1

Contract No.:		P.O. No.:	N/A
C/O No.:	1	Date Prepared:	November 21, 2006
CONTRACTOR:	TYLER   CLT Gus Tenhundfeld Sales Support	JEFFERSON COUNTY Ms. Beth Mahn Collector	
Phone:	800-800-2581	(636)797-5406	
C/O Prepared By:	Gus Tenhundfeld	PO Adjustment No.:	N/A

Original Contract Term:

This license agreement has no end date, the County owns the licenses into perpetuity.

Original Total Contract Price:	\$380,485.00 (no change)
Contract Total Before this C/O	\$380,485.00 (no change)
Adjustment This C/O	\$0.00
Adjusted Contract Total	\$380,485.00 (no change)
Completion Date Before C/O:	None
Revised Completion Date:	None

---

Description of the Change, Cost Impact and Master Schedule Impact:

This Amendment#1 shall serve to clarify the Oracle licenses purchased by the County as part of the Articles of Agreement – Software License, signed and dated on December 20, 2005:

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AMENDMENT 1 TO THE AGREEMENT FOR  
SOFTWARE LICENSES  
BETWEEN  
TYLER TECHNOLOGIES, INC. | CLT DIVISION  
AND  
JEFFERSON COUNTY, MISSOURI

THIS AGREEMENT is made by and between the County of Jefferson, a political subdivision of the State of Missouri, hereinafter referred to as the "County," and Tyler Technologies, Inc. | CLT Division, a company formed under the laws of the State of Delaware, and authorized to do business in the State of Missouri, hereinafter referred to as the "Company," with offices located at 3199 Klepinger Road, Dayton, Ohio, 45406.

WHEREAS, the County has previously entered into an agreement with the Company for software licenses dated December 20, 2005; and

WHEREAS, Company and County desire to amend the Agreement,

NOW THEREFORE, the following amended terms and conditions shall apply to the Agreement:

1. ARTICLE 4. COMPENSATION *shall be amended as follows:*

Paragraph 4. *Oracle® License* is hereby struck and replaced in its entirety with the following:

4. *Oracle® License*. The County shall pay the Company a fee of FOURTEEN THOUSAND SEVEN HUNDRED THIRTY-FIVE DOLLARS (\$14,735.00) for the *Oracle®* software license. This license is for the following:

ORACLE® Application Products and Licenses

A. The following "Application Specific Full Use" Oracle licenses are included as part of this Agreement, if acquired by the County through the Company, and will be used exclusively with the iasWorld software:

- Production Database Server: the production server is a four (4) processor server. The Oracle license for the production server is a Seventy (70) Named User, Standard Edition (SE) license for the iasWorld database on the production server.
- Test Database Server: the test server is a two (2) processor server. The Oracle license for the test server is a Ten (10)



Named User, Standard Edition One (SEO) license for the iasWorld database on the test server.

- Discoverer Desktop: a total of **four (4)** seats.
- Internet Developer Suite: a total of **one (1)** seat.

- B. At any time during this Agreement, the County must notify the Company in advance, with any changes they wish to make to the iasWorld database server (s) or the maximum number of Oracle users (in the case of a Named User license metric). Changes may result in additional fees not included in this Agreement.
- C. The County shall have the right to duplicate the Application Specific Full Use license program(s) for backup or archival purposes and to transfer to a backup computer in the event of computer malfunction. The County shall not make the programs available on any time-sharing or other rental agreements. The County shall not transfer its rights under this Sublicense Agreement without the permission of the Company.
- D. For purposes of the following terms and conditions, 'programs' refers to the Oracle software, and the term 'end-user' refers to the County. The County agrees to adhere to the following terms and conditions as part of this Sublicense Agreement:
- (1) to restrict use of the programs to the scope of the application package and to the business operations of the end user;
  - (2) to prohibit (a) the end user from assigning, giving or transferring the programs and/or any services ordered or an interest to another individual or entity (and if your end user grants a security interest in the programs and/or any services, the secured party has no right to use or transfer the programs and/or any services); (b) timesharing, subscription services, or rental use of the programs; and (c) title to the programs from passing to the end user or any other party;
  - (3) to prohibit the reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs and prohibit duplication of the programs except for a sufficient number of copies of each program for the end user's licensed use and one copy of each program media;
  - (4) to disclaim, to the extent permitted by applicable law, Oracle's liability for any damages, whether direct, indirect, incidental, or consequential, arising from the use of the programs;

- (5) to require the end user, at the termination of the agreement, to discontinue use and destroy or return to you all copies of the programs and documentation;
- (6) to prohibit publication an any results of benchmark tests run on the program;
- (7) to require the end user to comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws;
- (8) to not require Oracle to perform any obligations or incur any liability not previously agreed to between you and Oracle;
- (9) to permit the Company or Oracle to audit your end user's use of the programs and reports such use to Oracle or to assign your right to audit the end user's use of the programs to Oracle;
- (10) to designate Oracle as a third party beneficiary of the end user license agreement;
- (11) to exclude the application of the Uniform Computer Information Transactions Act; and
- (12) to acknowledge that some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of the end user license agreement.

The County is permitted to allow agents or contractors to use the programs on their behalf for the purposes set forth in the end user license agreement, subject to the terms of such agreement, provided that such end users are responsible for such agents' and contractors' compliance with the end user license agreement in such use. The County shall be financially responsible for all claims and damages to Oracle caused by your failure to monitor any such agents and contractors that do not comply with these stated terms and conditions. Oracle is a third party beneficiary of this end user license agreement, but does not assume any of your obligations thereunder.

**Warranties, Disclaimers and Exclusive Remedies**

Oracle warrants that a program will substantially operate in all material respects as described in the applicable program documentation for one year after delivery. You must notify Oracle of any program warranty deficiency within one year after delivery. Oracle also warrants that services ordered will be provided in a manner consistent with industry standards. You must notify Oracle of any services warranty deficiency within 90 days from performance of the service described in the order with Oracle.

Amendment 1 – iasWorld Licenses  
Jefferson County, Missouri

ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS. TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE, AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES.

2. All other terms and conditions of the original referenced Agreement will remaining effect and in full force and are incorporated herein by reference.

Amendment 1 – iasWorld Licenses  
Jefferson County, Missouri

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates of this

Agreement this 13<sup>th</sup> day of December, 2006.

JEFFERSON COUNTY, MISSOURI

BY: Randy Holman

BY: Beth Mahan

BY: Mark A. Mertens, Pres.-Comm.

TYLER TECHNOLOGIES, INC.  
CLT Division

BY: Matthew A. Tenhundfeld

Matthew A. Tenhundfeld  
Sales Support

Denise L. Treser  
Witness

Jefferson County, Missouri

Amendment #3 to the  
Articles of Agreement  
for iasWorld Implementation

tyler  
*clt division*

November 2006

PLAINTIFF'S  
EXHIBIT

4

Tyler Technologies

tylerworks

**Jefferson County, MO****iasWorld Implementation  
Contract Change Order (C/O) # 3**

C/O No.: 3

CONTRACTOR:

**TYLER | CLT**  
Gus Tenhundfeld  
Sales Support  
800-800-2581

Phone:

Date Prepared: **November 1, 2006****JEFFERSON COUNTY**

Ms. Beth Mahn

Collector

(636) 797-5406

C/O Prepared By: **G. Tenhundfeld**PO Adjustment No.: **N/A**

Original Contract Term:

**455 Business Days or November 13, 2007**

Original Total Contract Price:

**\$743,650.00**Contract Total Before this C/O  
Adjustment This C/O**\$743,650.00****\$0.00**

Adjusted Contract Total

**\$743,650.00**

Completion Date Before C/O:

**455 Business Days or November 13, 2007**

Revised Completion Date:

**No Change**

---

**Description of the Change, Cost Impact and Master Schedule Impact:**

The Company will provide to the County seven hundred two (702) modification hours. There is no change to the contract price as a result of this amendment.

This Amendment #3 replaces Amendment #2 (dated July 6, 2006) which was never executed by both parties.

---



AMENDMENT 3 TO THE AGREEMENT FOR SOFTWARE  
AND  
PROFESSIONAL SERVICES  
BETWEEN  
TYLER TECHNOLOGIES, INC. | CLT DIVISION  
AND  
JEFFERSON COUNTY, MISSOURI

THIS AGREEMENT is made by and between the County of Jefferson, a political subdivision of the State of Missouri, hereinafter referred to as the "County," and Tyler Technologies, Inc. | CLT Division, a company formed under the laws of the State of Delaware, and authorized to do business in the State of Missouri, hereinafter referred to as the "Contractor," with offices located at 3199 Klepinger Road, Dayton, Ohio, 45406.

**WHEREAS**, the County has previously entered into an agreement with the Contractor for software and professional services, dated January 31, 2006 and amended on June 21, 2006; and

**WHEREAS**, Contractor and County desire to amend the Agreement,

**NOW THEREFORE**, the following amended terms and conditions shall apply to the Agreement:

1. **Exhibit 1. SCOPE OF WORK, Site Specific Modifications to be made to Base System by Contractor**, paragraph 1 *shall be replaced as follows:*

"The Contractor and the County will identify candidate iasWorld modifications, including interfaces to other systems, as a result of the Gap/Fit Analysis. The Contractor will produce an estimate of the development effort in hours for each candidate change. The County will review the list of changes and direct the Contractor as to which changes the County wants made. The Contractor has included seven hundred two (702) hours for these requested changes. The County will only pay for the actual hours used by the Contractor to complete the requested changes, and hours in excess of the seven hundred two (702) included in this section will be billed at the Contractor's prevailing Time and Materials Rates."

2. All other terms and conditions of the original referenced Agreement and Amendment #1 will remain in effect and in full force and are incorporated herein by reference.

Amendment #3 – iasWorld Implementation  
Jefferson County, Missouri

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates of this Agreement  
this 22nd day of November, 2006.

JEFFERSON COUNTY, MISSOURI

BY: Gary Fahn

BY: Beth Mahan

BY: Mark A. Martins

TYLER TECHNOLOGIES, INC.  
CLT Division

BY: Matthew A. Tenhundfeld

Matthew A. Tenhundfeld  
Sales Support

Laurel L. Bimes  
Witness

**tyler**  
TECHNOLOGIES

Tyler Technologies, Inc.

CLT Appraisal &amp; Tax Solutions

3199 Kiepinger Road

Dayton, OH 45406

(p) 800.800.2581

(f) 937.278.3711

www.tylertech.com

**Confidential - For Contract Extension Purposes Only**

September 17, 2008

Ms. Beth Mann, Collector  
Mr. Randy B. Holman, Assessor  
Jefferson County Administration Center  
P. O. Box 100  
729 Maple Street  
Hillsboro, Missouri 63050

Dear Beth and Randy:

Thank you for your time on our phone call yesterday. Pursuant to your request, this letter summarizes my proposal for Tyler to provide iasWorld application maintenance services and data reconversion services to the County.

Application Maintenance

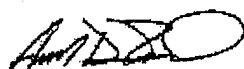
The cost for twelve (12) months of application maintenance based on our existing contract is \$130,170. I propose the County make the first maintenance payment to Tyler on or about January 1, 2009 for maintenance coverage between now through December 31, 2009. During this period of time, the County will receive two benefits for this cost. The first is that we will continue to be responsive to any application issues reported to us by the County that surface as a result of the County's testing and operation of the system. Second, the County will benefit from the continued investment we make in the application to keep it current with technical standards, and will further be entitled to all new versions of the product that we release during this period.

Reconversion

Our estimate of cost to perform the reconversion and related services is \$164,000, which includes both labor and travel expenses. I propose that we split this cost resulting in the County paying Tyler \$82,000, payable in two (2) equal installments of \$41,000 with the first due upon the go-live date and the second due within 60 days of go-live. The new go-live date is to be determined by Tyler and Jefferson County with sensitivity to Jefferson's business calendar and Tyler's availability of staff, and to occur no later than June 30, 2009.

Thank you again for your time yesterday and I'm happy to discuss any parts of this proposal with you at your convenience.

Sincerely,



Andrew D. Teed  
President  
CLT Appraisal & Tax Solutions

cc: H. Lynn Moore, EVP and General Counsel



I certify and attest that the above is a true copy of the original record of the Court in case number 09JE-CC00375 as it appears on file in my office.

Issued 4-9-09

**Howard Wagner**, Circuit Clerk  
Jefferson County Circuit Court

By Amanda Schuch  
Deputy Clerk



IN THE CIRCUIT COURT OF JEFFERSON COUNTY  
STATE OF MISSOURI

THE COUNTY OF JEFFERSON,  
MISSOURI

Plaintiff,

v.

TYLER TECHNOLOGIES, INC

Defendants.

Case No.: 09JE-CC00375

Division: 1

NOTICE

TO: TYLER TECHNOLOGIES, INC %ANDREW RUSSELL BY E-MAIL TO :  
andrew.russell@klgates.com

The enclosed summons and petition are served pursuant to Missouri Supreme Court Rule 54.16.

You may sign and date the acknowledgement part of this form and return one copy of the completed form to the sender within thirty days of March 31, 2009.

If you are served on behalf of a corporation, unincorporated association, including a partnership, or other entity, you must indicate under your signature your relationship to that entity. If you are served on behalf of another person and you are authorized to receive process, you must indicate under your signature your authority.

If you do not complete and return the form to the sender within thirty days, you or the party on whose behalf you are being served may be required to pay any expenses incurred in serving a summons and petition in any other manner permitted by law.

If you do complete and return this form, you or the party on whose behalf you are being served must answer the petition by May 4, 2009, as agreed with Plaintiff's attorney. If you fail to do so, judgment by default may be taken against you for the relief demanded in the petition.

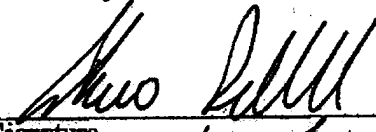
I DECLARE, UNDER PENALTY OF PERJURY, THAT THIS NOTICE WAS  
E-MAILED ON March 31, 2009.

  
Dana Hockensmith

[Acknowledgment follows on next page.]

**ACKNOWLEDGEMENT OF RECEIPT OF SUMMONS AND PETITION**

I declare, under penalty of filing a false affidavit, that I received a copy of the Summons and of the Petition in the above captioned matter. I agree that a response to the Petition will be filed by May 4, 2009, as agreed with Plaintiff's attorney.

  
Signature  
Counsel for Tyler Tech.  
Relationship to Entity/Authority  
Receive Service of Process  
4/5/09  
Date Signed





**IN THE 23RD JUDICIAL CIRCUIT COURT, JEFFERSON COUNTY, MISSOURI**

Judge or Division: <b>ROBERT G WILKINS</b>	Case Number: <b>09JE-CC00375</b>
Plaintiff/Petitioner: <b>BETH MAHN COLLECTOR OF REVENUE FOR COUNTY OF JEFFERSON MO</b>	Plaintiff's/Petitioner's Attorney/Address <b>DANA A HOCKENSMITH 12801 FLUSHING MDWS ST LOUIS, MO 63131-1829</b>
Defendant/Respondent: <b>TYLER TECHNOLOGIES, INC</b>	Court Address: <b>P O BOX 100 HILLSBORO, MO 63050</b>
Nature of Suit: <b>CC Breach of Contract</b>	(Date File Stamp)

**Summons in Civil Case**

**The State of Missouri to: TYLER TECHNOLOGIES, INC**  
**SERVE: REGISTERED AGENT CAPITAL CORPORATE SERVICES, INC**  
**3199 KLEPINGER ROAD DAYTON, OH 45406**  
**222 E. DUNKLIN, SUITE 102 JEFFERSON CITY, MO 65101**

**COURT SEAL OF**  
  
**JEFFERSON COUNTY**

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

03/26/09      HOWARD WAGNER, CIRCUIT CLERK      AMANDA SCHUH, DEPUTY CLERK

**Sheriff's or Server's Return**

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.

☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with a person of the Defendant's/Respondent's family over the age of 15 years.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to \_\_\_\_\_ (name) \_\_\_\_\_ (title).

☐ other \_\_\_\_\_

Served at \_\_\_\_\_ (address)  
in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

\_\_\_\_\_  
Printed Name of Sheriff or Server      Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)      Subscribed and sworn to before me on \_\_\_\_\_ (date).  
My commission expires: \_\_\_\_\_ Date      Notary Public

<b>Sheriff's Fees</b>	
Summons	\$ _____
Non Est	\$ _____
Sheriff's Deputy Salary	
Supplemental Surcharge	\$ 10.00
Mileage	\$ _____ ( _____ miles @ \$ _____ per mile)
Total	\$ _____

A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

FILED

MAR 25 2009

IN THE CIRCUIT COURT OF THE 23<sup>RD</sup> JUDICIAL CIRCUIT  
OF MISSOURI AT HILLSBORO, JEFFERSON COUNTY, MISSOURIHOWARD WAGNER  
CIRCUIT CLERKTHE COUNTY OF JEFFERSON, MISSOURI )  
% Ms. Beth Mahn, Collector )  
Jefferson County Administration Center )  
729 Maple Street )  
Hillsboro, MO 63050 )

Plaintiff, )

v. )

TYLER TECHNOLOGIES, INC. )

Serve: Registered Agent )

Capital Corporate Services, Inc. )

222 E. Dunklin, Suite 102 )

Jefferson City, MO 65101. )

Defendants. )

Cause No. 09JE-CC00375

Division: /

(Jury Trial Demanded)

**PETITION FOR BREACH OF CONTRACT**

COMES NOW the County of Jefferson, Missouri, and for its cause of action for breach of contract against Defendant, Tyler Technologies, Inc., states as follows:

1. The Plaintiff, the County of Jefferson, Missouri, hereinafter the "County," is a political subdivision of the State of Missouri.
2. Defendant, Tyler Technologies, Inc., hereinafter "Tyler," is a corporation formed under the laws of the State of Delaware and is authorized to do business in the State of Missouri. Tyler's principle offices are located at 3199 Klepinger Road, Dayton, OH 45406.
3. In 2005, the County, and particularly the County Collector and County Assessor, determined that the County's computer system for assessing tax value of real and personal property in Jefferson County, and for billing and collecting real and personal property taxes in Jefferson County, was, after more than 20 years, incapable of performing those functions in the

near future, particularly considering the population growth of Jefferson County. The County, through the Assessor's and Collector's offices, and through the County's information technology personnel, developed a detailed Request for Proposal for a new computerized Property Tax System. Six bids were received. After extensive review of all the proposals by the County personnel, including meetings with the bidders, the County determined that, based on the representations and promises contained in the bids and stated in the meetings, the bid of Tyler was the best bid, and the County accepted Tyler's bid.

4. On January 31, 2006, the parties executed an "Agreement for Software and Professional Services Between Tyler Technologies, Inc./CLT Division and Jefferson County, Missouri," a copy of such agreement is attached hereto and incorporated herein as Exhibit "1." This agreement incorporated as part of the agreement the Software License/Sublicense Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "2". The Software License Agreement was amended by "Amendment 1 To The Agreement for Software Licenses Between Tyler Technologies, Inc./CLT Division and Jefferson County, Missouri," a copy of which is attached hereto and incorporated herein as Exhibit "3". An "Amendment 3 To The Agreement For Software And Professional Services Between Tyler Technologies, Inc./CLT Division and Jefferson County, Missouri" was executed by the parties. A copy of such Amendment 3 is attached hereto and incorporated herein as Exhibit "4". These Agreements and Amendments are collectively referred to herein as the "Agreement."

5. The Agreement generally requires Tyler to provide the licenses and professional services required to customize, tailor, enhance and implement a new computerized Property Tax System for the County. Such tax system includes functions for determination of the value of real and personal property in Jefferson County, and for assessment of both real property and personal

property by the office of the Jefferson County Assessor. The tax system also includes billing and collection functions to be performed by the Jefferson County Collector.

6. The work to be performed by Tyler pursuant to the terms of Agreement was to be completed within Four Hundred Fifty-Five (455) business days from the date of contract, or November 13, 2007.

7. For the work to be performed by Tyler and the software licenses, the County has paid to Tyler the total amount of One Million, One Hundred and Twenty-four Thousand, One Hundred and Thirty-five Dollars (\$1,124,135).

8. Tyler has breached the Agreement because:

a. Tyler failed to complete its work pursuant to the terms of the Agreement within Four Hundred Fifty-Five (455) business days of the date of the Agreement.

b. Tyler has failed to install the software and provide the professional services necessary and required pursuant to the terms of the Agreement to provide Plaintiff with a computerized Property Tax System as set forth in the Agreement and required by the terms of the Agreement.

c. The software and computerized Property Tax System installed by Tyler for the County does not provide the necessary functions and services as required by the terms of the Agreement nor as promised by Tyler in its representations to the County in its proposal to the County and in its oral presentations.

d. The system is unusable to the County, in particular by the offices of the County Collector and Assessor, and to the residents of the County, in implementing a Property Tax Systems and performing the functions of the County Assessor and the County Collector.

e. Tyler has been unable to train the County personal to use the Property Tax System because the System has not been properly installed.

f. Tyler has failed to train the County personnel to operate the Property Tax System.

9. While the County has demanded that Tyler perform all services necessary, and take such actions as are required to make the Property Tax System perform all of the functions required by the Agreement, Tyler has failed to provide such necessary services.

10. Not only has Tyler failed to provide the licenses and professional services required pursuant to the terms of the Agreement, but Tyler has breached its obligations of good faith and fair dealing by seeking to charge the County additional sums for the work to be provided pursuant to the terms of the Agreement and by demanding that the County execute a Maintenance Agreement and pay Tyler for such Maintenance Agreement prior to Tyler completing the installation of the computerized Property Tax System as required by the terms of the Agreement, all as shown by letter dated September 17, 2008 from Mr. Andrew D. Teed, President of the CLT Division of Tyler, a copy attached hereto as Exhibit "5". Such demands by Tyler for additional compensation, and the demand that the County to execute the Maintenance Agreement prior to Tyler's completion of all services required pursuant to the terms of the Agreement, constitute a repudiation by Tyler of the Agreement in violation of its obligations of good faith and fair dealing.

11. The County has performed all terms and conditions of the Agreement to be performed by it.

12. The requirements of Article 15, Dispute Resolution, of the Agreement, have been fulfilled by the County giving written notice to Tyler by letter dated December 31, 2008, of its

claim against Tyler. Thereafter, on January 26, 2009, the parties designated representatives met in an attempt to resolve the dispute between the County and Tyler. No resolution of the dispute was reached between the parties.

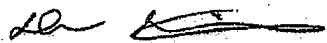
13. By reason of Defendant Tyler's breach of the terms of the Agreement, Plaintiffs have been damaged in the amount paid to Tyler of One Million, One Hundred and Twenty-four Thousand, One Hundred and Thirty-five Dollars (\$1,124,135). Further, the County has been damaged in the amount of One Hundred Eighty-three Thousand, Eight Hundred and Sixty-four Dollars and Eight-five cents (\$183,864.85) for additional software and equipment purchased by it in order to implement the computerized Property Tax System which was to be installed by Tyler.

14. Pursuant to Article 13, Consent to Jurisdiction, Venue and Service, jurisdiction for this action is solely in the Courts of the State of Missouri, and venue for this action is solely in the Courts of the County of Jefferson, Missouri.

**WHEREFORE**, Plaintiff, the County of Jefferson, prays the Court for judgment against Defendant, Tyler Technologies, Inc. in the amount of One Million Three Hundred Seven Thousand Nine Hundred Ninety-Nine and 85/100 Dollars (\$1,307,999.85), and for an award of the court costs incurred herein, and for such other orders as the Court shall deem appropriate.

Dated this 25th day of March, 2009.

HOCKENSMITH TATLOW MCKINNIS HAMILL, P.C.

  
\_\_\_\_\_  
DANA HOCKENSMITH #24925  
12801 Flushing Meadow Drive  
Saint Louis, Missouri 63131  
(314) 965-2255  
FAX: (314) 965-6653  
[Hockensmith@htmhlaw.com](mailto:Hockensmith@htmhlaw.com)  
Attorneys for Plaintiff



# Jefferson County, Missouri

Articles of Agreement  
iasWorld Implementation

**tyler**  
*clt division*

January 2006

Tyler Technologies

tyler *works*



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Exhibits

1. Scope of Work
2. Project Payment Schedule
3. iasWorld Baseline Description
4. Software License/Sublicense Agreement
5. Hardware Configuration
6. Ongoing Maintenance and Support
7. County Responsibilities

AGREEMENT FOR SOFTWARE  
AND  
PROFESSIONAL SERVICES  
BETWEEN  
TYLER TECHNOLOGIES, INC. | CLT DIVISION  
AND  
JEFFERSON COUNTY, MISSOURI

THIS AGREEMENT is made by and between the County of Jefferson, a political subdivision of the State of Missouri, hereinafter referred to as the "County," and Tyler Technologies, Inc. | CLT Division, a company formed under the laws of the State of Delaware, and authorized to do business in the State of Missouri, hereinafter referred to as the "Contractor," with offices located at 3199 Klepinger Road, Dayton, Ohio, 45406.

WHEREAS, the County has determined that it is necessary, expedient and in the best interest of the County to retain Contractor to provide software and professional services to further enhance the County's Property Tax System; and

WHEREAS, the County has investigated hardware and software professional services available in the marketplace; and

WHEREAS, the Contractor's expanded iasWorld is deemed the best fit for upgrading the County's current system; and

WHEREAS, the County has previously entered into an agreement with the Contractor for software licenses to be implemented; and

NOW THEREFORE, it is hereby agreed that the Contractor shall provide the products and professional services contained in this Agreement, for and in consideration of the foregoing promises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

## **ARTICLE 1. SCOPE**

This Agreement sets forth the terms and conditions pursuant to which the County retains the Contractor to provide enhancements to the County's computerized Property Tax System as set forth in this Agreement (hereinafter referred to as the "System"). The Contractor shall provide the license(s) and the professional services required to customize, tailor, enhance and implement the System. The performance of this Agreement shall proceed in accordance with the Phases described in Exhibit 1 (Scope of Work) attached hereto (hereinafter referred to as the "Phases").

## **ARTICLE 2. TIME FOR PERFORMANCE AND COMPLETION**

Before beginning Phase 1, the County shall provide the Contractor a duplicate original of the executed contract which shall serve as the notice to proceed, which Contractor's receipt of said executed contract shall, to the extent necessary to implement this Agreement, provide that the Contractor shall immediately begin work on project in accordance with specific deadlines as agreed to in the Project Plan, which is described and further set forth under Phase 1 of Exhibit 1, with respect to any task to be performed by County or Contractor where completion of the Phase is dependent upon completion of a task by a certain date.

Any reasonable changes agreed to by the Contractor and the County's Project Manager in the description of the Phase and time for performance shall be processed through the County's change order process.

If, at any time, the Contractor is delayed in its performance and/or completion of a Phase, including any delays caused by the County, the Contractor may request, in writing, extension of time beyond the estimated completion time set forth in Exhibit 2 (Project Phase and Payment Schedule) attached hereto and such extension shall be reasonably considered by the County provided, however, the aggregate time for completion under this Agreement shall not exceed 455 business days unless such delays are caused by the County. It is agreed that all services required for the enhancements described in this Agreement, and attachments hereto, and/or any negotiated change orders made during the project, except maintenance and support and any warranty work, shall be completed within 481 business days after execution of this Agreement. If during the project, a delay develops that will prevent the 481 business day completion, the contractor must address in writing an extension of time required and specifying a new final completion date and provide a new maximum number of business day completion. The review, acceptance and approval of this revision will be processed through the County's change order process.

## **ARTICLE 3. CONTRACTOR'S COMPENSATION AND PAYMENT**

As compensation for the goods and services to be provided by the Contractor, the County agrees to pay the Contractor a total of **SEVEN HUNDRED FORTY-THREE THOUSAND SIX HUNDRED FIFTY DOLLARS (\$743,650.00)**. Payment to Contractor shall be in accordance with the fees specified for each Phase as provided in Exhibit 2 and upon completion of work agreed to by the Contractor and the County within a Phase and acceptance by the County and in accordance with the following:

- a. The Contractor shall submit written notification to the County upon completion of an activity item priced within a phase, or a Phase.
- b. The County shall, in accordance with Article 5, advise the Contractor of any work that is not accepted.
- c. The Contractor shall submit an invoice to the County upon receipt of notification by the County for acceptance of Phase.
- d. The County shall pay the undisputed amount within thirty (30) days after receipt of an invoice.
- e. Failure of the County to make payment when due shall entitle the Contractor, in addition to its other rights and remedies, to suspend, temporarily, further performance of this Agreement without liability.
- f. All disputes over acceptance and payments shall be handled in accordance with the provisions of Article 15.

Additional compensation that may be due the Contractor as the result of services requested by the County that are beyond the scope of this Agreement will be invoiced in the month subsequent to the month in which the services were provided.

#### **ARTICLE 4. SPECIFICATIONS AND REQUIREMENTS**

The Contractor covenants and agrees that the System, when complete, shall be in compliance with the specifications and representations attached hereto as Exhibit 3 (*iasWorld* Baseline Description) and such additional requirements as developed by County and Contractor in the Requirements and Specification Validation during Phase 2.

#### **ARTICLE 5. ACCEPTANCE AND FINAL ACCEPTANCE**

At intervals appropriate to the progress of the tailoring, enhancement, or development of the software provided as part of the System, the Contractor shall provide documents related to the work in progress to the County's Project Manager for approval prior to proceeding on the subject work. The County shall have a period of ten (10) business days to notify the Contractor of documentation related to the work in progress that is not accepted. If written notice of any documentation related to the work in progress that is not accepted is not provided within such ten (10) business day period, all documentation related to the work in progress covered by the specific request for review shall be deemed accepted, however, such review of the activities within a Phase shall not be deemed acceptance of a Phase. Acceptance of a specific request for review shall not relieve the Contractor of any responsibility with respect to any products or services that are defective or fail to comply with the specifications and requirements pursuant to the terms of this Agreement.

Upon the completion of each of the identified Phases 1 - 7, the County shall have a period of ten (10) business days to notify the Contractor of work that is not accepted. If written notice of any work that is not accepted is not provided within such ten (10) business day period, all work covered by the phase shall be deemed accepted. Acceptance of a Phase shall not relieve the Contractor of any responsibility with respect